



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
February 27, 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. City Manager Gonzalez to swear in Finance Director Nora Valdez.
2. City Council to honor and recognize the legacy of Gina Ramirez.
3. Mid Valley Disposal to present the Recycler of the Year Award to M&M Grocery.
4. City Council to honor and recognize the Drs. Oscar and Marcia Sablan.

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 23, 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 17, 2024 THROUGH FEBRUARY 1, 2024
WARRANT LIST CHECK NOS. 54339 THROUGH 54480
TOTAL FOR COUNCIL APPROVAL = \$1,430,884.51
2. Proposed approval of **Proclamation No. 24-01**, proclaiming the month of February as Teen Dating Violence Awareness Month and urging all residents of Mendota to work together to end the cycle of violence in our community.
3. Proposed adoption of **Resolution No. 24-06**, accepting a pedestrian easement along the frontage of 757 Marie Street.
4. Proposed adoption of **Resolution No. 24-07**, vacating a portion of the alley abutting APNs 013-230-04, 05, and 37, quitclaiming it to the owners of the abutting parcels, and finding that such vacation does not meet the definition of a project under CEQA guidelines section 15378.
5. Proposed adoption of **Resolution No. 24-08**, updating the United Security Bank authorized signers for City of Mendota bank accounts.
6. Proposed adoption of **Resolution No. 24-09**, approving the First Amended Memorandum of Understanding between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency, the Memorandum of Agreement among the Delta-Mendota Subbasin Groundwater Sustainability Agencies, and the Special Project Agreement for the development of a single Groundwater Sustainability Plan for the Delta-Mendota Subbasin, and authorizing the City Manager to execute all necessary documents.

7. Proposed adoption of **Resolution No. 24-10**, approving the quotes submitted by Jim Manning Dodge and Cook's Communications and authorizing the purchase of three vehicles for the Police Department.

BUSINESS

1. Council discussion and consideration of appointing a Mendota resident to the Mendota Planning Commission.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Mayoral appointment of a resident to the Mendota Planning Commission with Council motion of approval*
2. Council discussion and consideration of recommendations for annual budgetary earmark requests.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *City Council considers offering recommendations to City Manager regarding budgetary earmark requests for submission to the state*

PUBLIC HEARING

1. Council discussion and consideration of **Resolution No. 24-11**, authorizing the placement of special assessments on the 2024/2025 property tax roll for 2023 nuisance abatement costs.
 - a. *Receive report from Chief of Police Kevin Smith*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens the public hearing*
 - d. *Once all comment has been received, Mayor Martinez closes the public hearing*
 - e. *Council provides input and considers the adoption of Resolution No. 24-11*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update
2. Animal Control, Code Enforcement, and Police Department
 - a) January Monthly Logs

3. City Attorney
4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor


CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
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 LABOR NEGOTIATORS
Pursuant to Government Code sections 54954.5, subdivision (f), 54957.6
 - a. Agency Designated Representative: Cristian Gonzalez, City Manager
 - b. Employee Organization: Mendota Police Officers Association
3. 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
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case).

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of Tuesday, February 27, 2024, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, February 23, 2024, by 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

January 23, 2024

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

Roll Call

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

Council Members Absent: None

Flag salute led by Mayor Martinez

Invocation led by Police Chaplain Ophelia Lugo

FINALIZE THE AGENDA

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

City Manager Gonzalez stated that Presentations 2 and 4 will be tabled to a future meeting.

A motion was made by Council Member Riofrio to adopt the modified agenda as requested by staff, seconded by Council Member Alonso; unanimously approved (5 ayes).

PRESENTATIONS

1. Chief of Police Smith to present the Police Department’s 2023 Volunteer of the Year Award to Veronica Gill.

Chief Smith shared the work that Ms. Gill does with the Animal Control Department and presented her with the 2023 Police Department Volunteer of the Year Award.

The City Council thanked Ms. Gill for her work and congratulated her for her achievement.

2. Chief of Police Smith to present the Police Department's 2023 Employee of the Year Award to Police Officer Juliana Lopez.

Presentation 2 was tabled to a future meeting.

3. Public Works Superintendent Banuelos to present the Public Works Department's 2023 Employee of the Year Award to Maintenance Worker I Andrew Sanchez.

Public Works Superintendent Banuelos shared the work that Mr. Sanchez does with the Public Works Department and presented him with the 2023 Public Works Department Employee of the Year Award.

Mr. Sanchez thanked Superintendent Banuelos and the City Council for their support and recognition.

The City Council thanked Mr. Sanchez for his work and congratulated him for his achievement.

4. Finance Administrative Supervisor Sandoval to present the Finance Department's 2023 Employee of the Year Award to Administrative Assistant II Grecia M. Gallegos.

Presentation 4 was tabled to a future meeting.

5. City Manager Gonzalez to present the City Administration Department's 2023 Employee of the Year award to Finance Administrative Supervisor Marilu Sandoval.

City Manager Gonzalez shared the work that Ms. Sandoval does with the Finance Department and presented her with the 2023 City Administration Department Employee of the Year Award.

Ms. Sandoval thanked City Manager Gonzalez and the City Council for their support and recognition.

The City Council thanked Ms. Sandoval for her work and congratulated her for her achievement.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of January 9, 2024

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

A motion was made by Council Member Rosales to approve items 1 and 2, seconded by Council Member Alonso; 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. 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.

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

BUSINESS

1. Council discussion and consideration of the activity memorandum provided by Townsend Public Affairs.

Mayor Martinez introduced the item and City Manager Gonzalez introduced Andres Ramirez with Townsend Public Affairs ("TPA").

Mr. Ramirez reported on the work that TPA has done on behalf of the City; provided an update on different funding that the City has received; reported on the hold that was placed on the funding that was previously earmarked for the Community Center Project; and commented on TPA's goals for 2024.

Discussion was held on the report provided by Mr. Ramirez and on the process of submitting grants, including ways to improve grant submittals.

Mayor Martinez opened the public comment period and seeing no one willing to comment closed it within the same minute.

Discussion was held on the importance of the City receiving grants and the effect that Census data has on Cities who apply for grants.

2. Council discussion and consideration of continuing the translation of City Council meeting agendas.

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

Discussion was held on the report provided by City Clerk Cabrera-Garcia; on the cost associated with translating the entire agenda packet as opposed to just the agenda; and on potential liabilities with translating agendas in house.

Mayor Martinez opened the public comment period at 6:58 p.m.

Albert Escobedo inquired into the cost of translating the agendas and commented in favor of continuing to translate the agenda.

Joseph Amador commented on a city in Texas which conducts the City Council meetings entirely in Spanish.

Mayor Martinez closed the public comment period at 7:00 p.m.

A motion was made by Council Member Alonso to direct staff to continue to translate City Council meeting agendas for all City Council meetings, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

3. Council discussion and consideration of City Council participation at external events.

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

Discussion was held on the report provided by City Clerk Cabrera-Garcia, including which City Council members will attend which external events; recommended dates to schedule certain external events; and a possible government shutdown affecting attendance of certain external events.

Mayor Martinez opened the public comment period and seeing no one willing to comment closed it within the same minute.

A motion was made by Council Member Alonso to provide direction to staff to prepare for City Council attendance at various external events, seconded by Council Member Rosales; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Smith and Mendota Police Department Officer Garibay provided the monthly update for the Code Enforcement department, including upcoming events.

Discussion was held on the report provided by Chief Smith and Officer Garibay.

Chief Smith and Officer Garibay provided the provided the monthly update for the Animal Control Department, including statistics and on the possibility of offering a free spay and neuter clinic.

Discussion was held on the report provided by Chief Smith and Officer Garibay.

Chief Smith provided the monthly update for the Police Department, including assisting Fresno County with an ongoing homicide investigation; commented on a Fresno County Chiefs meeting he attended; and provided an update on staffing for the police department.

Discussion was held on the update provided by Chief Smith, including ways to improve staffing issues.

2. City Attorney

Assistant City Attorney Castro had nothing to report.

3. City Manager

City Manager Gonzalez commented on the all-inclusive playground opening for Tulare County; on improvements for the inclusive playground at Rojas-Pierce Park; on the Mendota Stormwater Improvement Project; on the Community Center project; thanked staff, the City Council, City consultants and the community for their support; and commented on the possible scheduling of a joint board meeting with the Mendota Unified School District.

Discussion was held on the report provided by City Manager Gonzalez.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Alonso thanked those who attended the City Council meeting; commented on Ramon Gonzalez's upcoming drag racing event; thanked Andres Ramirez with Townsend Public Affairs for his work; and thanked the rest of the City Council for allowing him to attend the external events.

Mayor Pro Tem Lopez thanked City Manager Gonzalez for his help in getting benches placed at the Mendota Department of Motor Vehicles ("DMV"); commented on the need to increase service days for the DMV; on her excitement for the new PD/Council Chambers and thanked those who attended the City Council meeting.

Council Member Riofrio commented on Ramon Gonzalez's upcoming drag racing event; on a new state law that prohibits parking within 100 feet of crosswalks; on California's budget deficit; on the need to increase Mendota Police Department staffing; and commended Mendota Police Department Officer Garibay for his work.

Mayor Pro Tem Lopez left the council chambers at 7:46 pm and returned at 7:47 pm.

Council Member Rosales thanked those who attended the City Council meeting; commented on having items on the next City Council agenda to discuss the implementation of an open-door policy and vehicles being towed in the City.

2. Mayor

Mayor Martinez thanked those who attended the City Council meeting; commented on Ramon Gonzalez's upcoming drag racing event; on the need for the City Council to keep working as a team; and on the need to continue looking for ways to improve the community, including improving lighting throughout the City.

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).

At 7:53 p.m. the City Council moved into closed session.

At 9:22 p.m. the City Council reconvened in open session and Assistant City Attorney

Castro stated that in regard to items 1 through 4 of the closed session there were no reportable actions.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:23 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
01/17/24 - 02/01/24
CK# 054339 - 054480

Check Date	Check Number	Gross Check Amount	Vendor Name	Cash Account	Invoice Description
January 17, 2024	54339	\$ 49.46	AIRGAS USA, LLC	WATER	RENT CYL IND SMALL CARBON DIOXIDE FOR DECEMBER 2023
January 17, 2024	54340	\$ 5,603.12	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR FEBRUARY 2024
January 17, 2024	54341	\$ 707.06	ARAMARK	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICE 12/21/2023, 12/28/2023, 01/04/2024
January 17, 2024	54342	\$ 269,657.50	AVISON CONSTRUCTION, INC.	SEWER	STORMWATER IMPROVEMENT PROJECT DECEMBER 2023
January 17, 2024	54343	\$ 3,424.33	BADGER METER	WATER	(5) 5307 1-1/2" ELLIPTICAL METERS
January 17, 2024	54344	\$ 450.00	BAR PSYCHOLOGICAL GROUP	GENERAL	(1) POST PSYCH SCREEN (PD)
		VOID			
January 17, 2024	54346	\$ 708.00	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 12/19/2023, 12/26/2023, WW WEEKLY GRAB SAMPLE BOD,TDS 12/19/2023
January 17, 2024	54347	\$ 213.20	DIVISION OF THE STATE ARCHITECT	GENERAL	ORT 3 JULY- SEPTEMBER, ORT 4 OCTOBER - DECEMBER DISABILITY ACCESS & EDUCATION FEE
January 17, 2024	54348	\$ 100.00	CCAC	GENERAL, WATER, SEWER	REGISTRATION FOR CCAC ATHENIAN DIALOGUE TRAINING
January 17, 2024	54349	\$ 723.89	CENTRAL VALLEY	GENERAL	(2.2 M/1000) PROPERTY RECIEPT (PD)
January 17, 2024	54350	\$ 30,451.30	CENTRAL VALLEY ASPHALT	STREETS	FLEMING & MCCABE RECONSTRUCTION DECEMBER 2023
January 17, 2024	54351	\$ 787.34	CINTAS CORPORATION NO. 2	GENERAL, WATER, SEWER	FIRST AID SUPPLIES FOR PD, CH, WTP, WWTP
January 17, 2024	54352	\$ 500.00	CITY OF KINGSBURG	GENERAL	(2) COURSE REGISTRATION 01/29-30/2024 W.CUBIAS, R.GARIBAY (PD)
January 17, 2024	54353	\$ 2,131.82	COMCAST	GENERAL, WATER, SEWER	CITYWIDE XFINITY PHONE & INTERNET 01/6/2024 - 02/05/2024
January 17, 2024	54354	\$ 516.83	CORE & MAIN LP	SEWER	(2) 4" SEWER CLEAN CHECK VALVE
January 17, 2024	54355	\$ 815.90	CROWN SERVICES CO.	GENERAL, SEWER	TOILET SINK & RENT ROJAS PARK, WTP, POOL PARK, LOZANO PARK, 3699 BASS AVE
January 17, 2024	54356	\$ 17,006.72	EMPLOYER DRIVEN INSURANCE SERVICES	GENERAL	BILLING SUMMARY FOR JANUARY, FEBRUARY 2024, CLAIMS PAID FOR NOVEMBER, DECEMBER 2024
January 17, 2024	54357	\$ 3,740.80	FERGUSON ENTERPRISES,INC 1423	WATER	(2) 18X15 MJ C153 LONG SLV, (4) 18 DI MJ WDG GLND
January 17, 2024	54358	\$ 15,045.15	FRESNO COUNTY SHERIFF	GENERAL	DISPATCH SERVICES FOR JANUARY 2024, RMS JMS ACCESS FEES FOR NOVEMBER 2023 (PD)
January 17, 2024	54359	\$ 11,229.52	MODESTO INDUSTRIAL ELECTRICAL	SEWER	REPAIRS DONE TO LOZANO LIFT STATION
January 17, 2024	54360	\$ 325.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT STATISTICS FOR DECEMBER 2023
January 17, 2024	54361	\$ 1,454.08	KOPPEL & GRUBER	GENERAL	CFD NO.2006-1 ANNUAL ADMIN SERVICE, L&L DISTRICT NO.2019-1 ADMIN SERVICE OCTOBER - DECEMBER 2023
January 17, 2024	54362	\$ 297.38	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2018 JEEP GRAN CHEROKEE- BATTERY REPLACED (PD)
January 17, 2024	54363	\$ 76.12	DAVID MALDONADO	GENERAL	REIMBURSEMENT FOR SHIPPING FEES ON RETURNED GUNS
January 17, 2024	54364	\$ 250.00	MENDOTA PENTECOSTAL CHURCH	GENERAL	DEPOSIT REIMBURSEMENT: BASEBALL DIAMOND
January 17, 2024	54365	\$ 309.26	MENDOTA 1 SMOG	GENERAL	2018 FORD UNIT#89: CHECK FOR NO START, 2015 FORD UNIT#83: OIL CHANGE, 2015 FORD UNIT#81: BROKEN LEFT MIRROR (PD)
January 17, 2024	54366	\$ 911.15	MOTOPOST USA	GENERAL	(1) AIR MESH JACKET, (2) MIC LOOPS, (1) PD PATCH (PD)
January 17, 2024	54367	\$ 12,415.00	MUNIQUIP LLC	WATER, SEWER	(1) HYDROSTAL IMMERSIBLE MOTOR 5.4HP 1100RPM, (1) GRUNDFOS:KIT VALVE/DIAPH.SD-XS-1-PVC/WC-1
January 17, 2024	54368	\$ 1,000.00	NETXPERS LLC	GENERAL, WATER, SEWER	MONTHLY TECH SERVICE CONTRACT JANUARY 2024
January 17, 2024	54369	\$ 1,957.77	NORTHSTAR CHEMICAL	WATER	(570) GM BULK SODIUM HYPOCHLORITE- 12.5% MILL A
January 17, 2024	54370	\$ 501.46	OFFICE DEPOT	GENERAL, WATER, SEWER	PAPER PASTEL, TISSUE, 1099 FORMS, W2 FORMS & W2 ENVELOPES, LETTER OPENER, GEL SHARPIES, PAPER, MONTHLY CALENDAR

CITY OF MENDOTA
CASH DISBURSEMENTS
01/17/24 - 02/01/24
CK# 054339 - 054480

January 17, 2024	54371	\$ 1,259.58	PAPE MACHINERY	WATER, SEWER	JD 310SG DIAGNOSE HYDRAULIC LEAK & REPAIR
January 17, 2024	54372	\$ 141,646.81	PROVOST & PRITCHARD	GENERAL, STREETS	PROF SERV: SB2 ASSISTANCE OCTOBER 2023, DERRICK&OLLER ROUNDABOUT, 5TH & QUINCE STREET RECON NOVEMBER 2023
January 17, 2024	54373	\$ 150.07	PROFORCE LAW ENFORCEMENT	GENERAL	(1) AGU 12G 00 BUCK CASE OF 25 (PD)
January 17, 2024	54374	\$ 2,487.40	QUINN COMPANY	WATER	MAINTENANCE FOR GENERATOR - FUEL FILTER, LUBE CART
January 17, 2024	54375	\$ 988.68	RAMON'S TIRE & AUTO	GENERAL, STREETS, WATER, SEWER	FORD F-250 #07: TIRE INSTALL PACKAGE, FORD EXPLORER #M83: TIRE REPAIR PATCH (PD), 2008 FORD 5-150: TIRE REPAIR PATCH
January 17, 2024	54376	\$ 1,250.00	THOMAS BACKFLOW	WATER	BACKFLOW REPLACEMENT FOR 1931 6TH ST
January 17, 2024	54377	\$ 181.44	OSCAR ROSALES	GENERAL	MILEAGE REIMBURSEMENT: TOYS FOR TOY GIVEAWAY
January 17, 2024	54378	\$ 8,036.70	RRM DESIGN GROUP	GENERAL, WATER, SEWER	POLICE STATION & COUNCIL CHAMBERS DOCUMENTS OCTOBER 2023
January 17, 2024	54379	\$ 13,450.00	SCA OF CA, LLC	STREETS	(5) DAYS SWEEP DOWNTOWN 12/01/2023, 12/04/2023, 12/05/2023, 12/06/2023, 12/08/2023
January 17, 2024	54380	\$ 59.90	SEBASTIAN	GENERAL	POLICE DEPARTMENT SECURITY SERVICE 11/21/2023 - 12/20/2023, 12/21/2023 - 01/20/2024
January 17, 2024	54381	\$ 200.00	SWRCB ACCOUNTING OFFICE	WATER	SWRCB ANNUAL FEES- NPDES SW MUNICIPAL JANUARY - DECEMBER 2024
January 17, 2024	54382	\$ 150.00	THE BUSINESS JOURNAL	GENERAL, WATER, SEWER	REQUEST FOR PROPOSAL- IT MANAGED SERVICES
January 17, 2024	54383	\$ 120.00	TOP DOG TRAINING CENTER	GENERAL	K-9 MONTHLY MAINTENANCE TRAINING- VACA & YANOSCH (PD)
January 17, 2024	54384	\$ 5,000.00	TOWNSEND PUBLIC AFFAIRS, INC.	GENERAL, WATER, SEWER	COUNSULTING SERVICES FOR MONTH OF JANUARY 2024
January 17, 2024	54385	\$ 450.00	TRANSUNION RISK AND ALTERNATIVE	GENERAL	TRANSUNION RISK & ALTERNATIVE DATA JANUARY- JUNE 2024
January 17, 2024	54386	\$ 1,443.50	TRIANGLE ROCK PRODUCTS,LLC	STREETS	ST 3/8 CM SC3000 AGG & ASPHALT STREET POTHOLES, ST 3/8 CM SC3000 AGG & ASPHALT
January 17, 2024	54387	\$ 88.52	UNIFIRST CORPORATION	GENERAL, WATER, SEWER	(1) WET MOP LARGE, (2) MOPS UNFRAMED, (40) TERRY CLOTHS
January 17, 2024	54388	\$ 680.20	VETERINARY MEDICAL CENTER	GENERAL	(15) CITY EUTHANASIA, (1) MEDICAL WASTE DISPOSAL (PD)
January 17, 2024	54389	\$ 13,686.17	WANGER JONES HELSLEY PC ATTORNEY	GENERAL, WATER, SEWER	LEGAL SERV: CITY ATTORNEY GENERAL LEGAL SERVICE, BB RANCH, SPORTSFISHING PROT. ALLIANCE DECEMBER 2023
January 17, 2024	54390	\$ 66.96	WECO	GENERAL, WATER, SEWER	RENT CYL ACETYLENE #4, OXYGEN D, OXYGEN K DECEMBER 2023
January 24, 2024	54391	\$ 70.99	ADT SECURITY SERVICES	WATER	SECURITY SERV 02/04/2024 - 03/03/2024 WTP
January 24, 2024	54392	\$ 517.28	AFLAC	GENERAL	AFLAC INSURANCE FOR JANUARY 2024
January 24, 2024	54393	\$ 287.28	ARAMARK	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICE FOR 01/11/2024, 01/18/2024
January 24, 2024	54394	\$ 59.20	AUTOZONE, INC.	GENERAL	(2) DURALAST FLEX WIPER BLADES, (1) BATTERY, (1) SYLANIA LONG LIFE BULBS
January 24, 2024	54395	\$ 850.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	#448548 34 TONS ANIMAL CONTROL DISPOSAL (PD)
January 24, 2024	54396	\$ 2,744.29	BADGER METER	WATER	(3) 5307 2" E-SERIES ULTRASONIC METERS
January 24, 2024	54397	\$ 50.00	MARTIN ADELMO BARRERA CANTARER	GENERAL	REFUND FOR DOUBLE PAID PK12094
January 24, 2024	54398	\$ 800.00	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT MONTHLY 01/02/2024, 01/09/2024, WW WEEKLY GRAB SAMPLE 01/02/2024, 01/09/2024
January 24, 2024	54399	\$ 250.00	CCAC	GENERAL, WATER, SEWER	CCAC MEMBERSHIP FEE
January 24, 2024	54400	\$ 158.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL, (1) ABUSE SCREEN, (1) DRUG SCREEN (PD)
January 24, 2024	54401	\$ 505.40	COMCAST BUSINESS	GENERAL	FRESNO COUNTY SHERIFF MENDOTA POLICE DEPT JANUARY 2024
January 24, 2024	54402	\$ 171.16	COOK'S COMMUNICATIONS	GENERAL	RADIO TRANSMIT DOESNT WORK - MAINTENNCE DONE (PD)
January 24, 2024	54403	\$ 173.89	CORELOGIC INFORMATION	GENERAL	REAL QUEST SERVICES FOR DECEMBER 2023

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January 24, 2024	54404	\$ 1,049.41	CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	ENHANCEMENT AND SERVICE FEES JANUARY 2024
January 24, 2024	54405	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING DAILY NOTICE DECEMBER 2023
January 24, 2024	54406	\$ 162.00	DEPARTMENT OF JUSTICE	GENERAL	(4) FINGERPRINT APPS, (1) CHILD ABUSE INDEX (PD)
January 24, 2024	54407	\$ 15,681.82	FRESNO COUNTY SHERIFF	GENERAL, WATER, SEWER	DISPATCH SERVICES FOR FEBRUARY 2024, RMS JMS ACCESS FEES FOR DECEMBER 2023
January 24, 2024	54408	\$ 310.00	INTERNATIONAL INSTITUTE	GENERAL, WATER, SEWER	CITY CLERK ANNUAL MEMBERSHIP FEE- C.CABRERA-GARCIA, A.PIZANO
January 24, 2024	54409	\$ 6,742.00	LEAGUE OF CALIFORNIA CITIES	GENERAL	MEMBERSHIP DUES FOR CALENDAR YEAR 2024
January 24, 2024	54410	\$ 306.49	LEAF	GENERAL, WATER, SEWER	(2) KYOCERA COPIER SYSTEMS JANUARY 2024
January 24, 2024	54411	\$ 80.00	MENDOTA 1 SMOG	GENERAL	2015 FORD POLICE INTER: TOP LIGHT NOT WORKING (PD)
January 24, 2024	54412	\$ 99,377.41	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT FOR DECEMBER 2023, PUBLIC WORKS REFUSE SERVICES DECEMBER 01-15, JANUARY 01-15
January 24, 2024	54413	\$ 5,000.00	NETXPERTS LLC	GENERAL, WATER, SEWER	(1) ONSITE NETWORK SECURITY ASSESSMENT
January 24, 2024	54414	\$ 1,891.38	NORTHSTAR CHEMICAL	WATER	(650 GM BULK) SODIUM HYPOCHLORITE 12.5% MILL A
January 24, 2024	54415	\$ 16,562.75	PG&E	GENERAL, SEWER, WATER, STREETS	WATER UTILITIES 12/11/2023 - 01/09/2024
January 24, 2024	54416	\$ 50.00	RAMON'S TIRE & AUTO	GENERAL	FORD EXPLORER #89: TIRE REPAIR INSIDE PATCH, 2022 KIA TIRE REPAIR INSIDE PATCH (PD)
January 24, 2024	54417	\$ 3,404.85	RESOURCE WEST, INC.	SEWER	(32) SS LS2.0 NOZZLE, (32) SS BUSHING
January 24, 2024	54418	\$ 1,192.00	RRM DESIGN GROUP	GENERAL	MENDOTA COMMUNITY CENTER CONCEPTUAL PROGRAM JANUARY 2024
January 24, 2024	54419	\$ 578.59	SUNNYSIDE TROPHY	GENERAL, WATER, SEWER	(5) EMPLOYEE OF YEAR PD, CITY ADMIN, FINANCE DEPARTMENT ,PUBLIC WORKS (1)PD VOLUNTEER, (2)CITY ADMIN, PUBLIC WORKS
January 24, 2024	54420	\$ 535.00	MARK ANTHONY DUARTE	GENERAL, WATER, SEWER	PEST CONTROL SERV FOR ROJAS PARK, CHIDMW/YOUTH CENTER, WTP, PUBLIC WORKS, PD, AMBULANCE ROOM 01/23/2024
January 24, 2024	54421	\$ 32.34	THARP'S FARM SUPPLY	STREETS, WATER	(1) HYD.HOSE END, (2) HYDRAULIC HOSE, (1) HYD CRIMP FIT
January 24, 2024	54422	\$ 47.12	THOMASON TRACTOR COMPANY	STREETS, SEWER	(1)COOL-GARD PART #:TY26576 JD TRACTOR
January 24, 2024	54423	\$ 919.66	TRIANGLE ROCK PRODUCTS,LLC	STREETS	(9.07) ST 3/8 CM SC3000 AGG&ASPHALT -POTHOLES
January 24, 2024	54424	\$ 400.00	UNITED HEALTH CENTERS	GENERAL, WATER, SEWER	(2) PRE-EMPLOYMENT PHYSICAL EXAM 01/01/2024
January 24, 2024	54425	\$ 87.86	UNIFIRST CORPORATION	GENERAL, WATER, SEWER	BOWL CLIP, (1) WET MOP, (40) TERRY CLOTHS, (4) 4X6 CITY MATS
January 24, 2024	54426	\$ 148.30	UNITED RENTALS (NORTH AMERICA)	GENERAL	SOD CUTTER 18" BLUEBIRD SC550
January 24, 2024	54427	\$ 462.93	USA BLUEBOOK	WATER, SEWER	(1) WATER OPERATOR CERT. EXAM PREP, (1) WATER TREATMENT
January 24, 2024	54428	\$ 1,021.06	VERIZON WIRELESS	GENERAL, WATER, SEWER	CITYWIDE CELL SERVICE DECEMBER 07 - JANUARY 06 2024
January 24, 2024	54429	\$ 164.14	VILLEGAS-ABUNDIZ GUADALUPE	GENERAL	REIMBURSEMENT FOR PROP64: CHRISTMAS PARADE SUPPLIES
January 24, 2024	54430	\$ 1,088.00	VULCAN MATERIALS COMPANY	STREETS	(10.18) COLD MIX 3/8 SC8 AGG & ASPHALT -POTHOLES
January 24, 2024	54431	\$ 510.00	WANGER JONES HELSLEY PC ATTORNEY	GENERAL	LEGAL SERV:CITY ATTORNEY SPECIAL LEGAL SERV DECEMBER 2023
January 25, 2024	54432	\$ 32,755.29	ENGIE SERVICES U.S. INC.	WATER, SEWER	(2) YEAR 3 MV FEES (MAY 2023-APRIL 2024)
January 25, 2024	54433	\$ 2,624.92	MUTUAL OF OMAHA	GENERAL	LIFE AD & D, LTD, STD INSURANCE FOR FEBRUARY 2024
January 25, 2024	54434	\$ 310.94	OFFICE DEPOT	GENERAL, WATER, SEWER	(1) BANKER BOX, (2) PRINTER & COPIER PAPER, (1) LABELS, (2) 3 TIER, FILE, ORGANZIER
January 25, 2024	54435	\$ 636.00	PRICE PAIGE & COMPANY CERTIFIED	GENERAL, SEWER, WATER, STREETS, REFUSES	PROF SERV RENDERED: AUDITED FINANCE JUNE 30,2023
January 25, 2024	54436	\$ 3,025.00	PURCHASE POWER	GENERAL, WATER, SEWER	POSTAGE METER REFILL 12/17/2023, 01/11/2024

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January 25, 2024	54437	\$ 437.04	THE HOME DEPOT CREDIT CARD	GENERAL, STREETS	(1) MKE 11A 4-1/2" GRINDER, (1)TOGGLED 48" 16W
January 31, 2024	54438	\$ 138,014.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 01/15/2024 - 01/28/2024
January 31, 2024	54439	\$ 359.11	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICE FOR CH/DMV 02/13/2024 - 03/12/2024
January 31, 2024	54440	\$ 32,364.26	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR FEBRUARY 2024
January 31, 2024	54441	\$ 367.02	ALERT-O-LITE	WATER, SEWER	(7) HYDRAULIC PATCH CEMENT 50# PAI
January 31, 2024	54442	\$ 500.00	JOEY ALFORD	GENERAL	DEPOSIT REIMBURSEMENT FOR AIRPORT USE
January 31, 2024	54443	\$ 721.68	AT&T	GENERAL, WATER, SEWER	CITYWIDE TELEPHONE SERVICE 12/25/2023 - 01/24/2024
January 31, 2024	54444	\$ 1,011.21	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL SERV 12/12/2023 - 01/11/2024
January 31, 2024	54445	\$ 16.49	BOB CAT OF FRESNO	STREETS	(1) SPRING, (1) NUT, (1) WASHER
January 31, 2024	54446	\$ 903.40	CENTRAL VALLEY	GENERAL	(2.6) NOTICE TO APEAR (PD)
January 31, 2024	54447	\$ 269.05	CHEMSEARCH	SEWER	(1) DRAIN MAINTENANCE- LIFT STATION SYSTEM
January 31, 2024	54448	\$ 175.00	COMMUNITY MEDICAL CENTER	GENERAL	(1) DECEMBER 2023 BLOOD DRAWS (PD)
January 31, 2024	54449	\$ 388.83	CORE & MAIN LP	WATER	(1) C44-33NL 3/4" NO LEAD CPLG PJ CTS
January 31, 2024	54450	\$ 1,310.70	DELTA SAND, GRAVEL & RECYCLING	STREETS	(2) CLASS II AG BASE ROCK CHARGED PER LOAD
January 31, 2024	54451	\$ 1,349.04	EINERSON'S PREPRESS	REFUSE, WATER, SEWER	(12) 12,000 LEFT HANDED WINDOW ENVELOPES #10 BLACK INK
January 31, 2024	54452	\$ 4,500.00	FORTINO REYNA	GENERAL	ADELANTE MENDOTA PROP 64- DJ/LIVE BAND FOR VALENTINES DANCE
January 31, 2024	54453	\$ 158,811.14	FRESNO COUNTY FIRE	GENERAL	FY23/24 FIRE PROTECTION SERV 07/01/2023 - 12/31/2023
January 31, 2024	54454	\$ 220.42	GERARDO GALAVIZ	GENERAL	PAYROLL #3 CALPERS DEDUCTIONS REFUND
January 31, 2024	54455	\$ 3,188.01	LIGHTHOUSE ELECTRICAL INC	SEWER	INVOICE #1 OF 2 50%- TO REPLACE HATCH CONTROLLER WWTP
January 31, 2024	54456	\$ 375.00	JESUS MEZA	GENERAL	ADELANTE MENDOTA PROP 64 - NEXT LEVEL ENTERTAINMENT 360 VIDEO BOOTH
January 31, 2024	54457	\$ 34,293.76	PG&E	GENERAL, SEWER, WATER, STREETS	WATER UTILITIES FOR 12/08/2023 - 01/07/2024
January 31, 2024	54458	\$ 59,691.92	PROVOST & PRITCHARD	GENERAL, STREETS, WATER, SEWER	PROF SERV:WELL NO.10 & EXT. WATER TRANS MAIN, STORMWATER IMPROVEMENT PROJECT, RETAINER 23-24 DECEMBER 2023
January 31, 2024	54459	\$ 470.00	THE RADAR SHOP	GENERAL	(5) RADAR UNITS RECERTIFIED, TUNING FORKS (PD)
January 31, 2024	54460	\$ 427.64	RAMON'S TIRE & AUTO	GENERAL	FORD EXPLORER UNIT 81: TIRE INSTALL PACKAGE (PD)
January 31, 2024	54461	\$ 439.55	RED TRIANGLE OIL COMPANY	STREETS	(8) 5 GALLON PAIL
January 31, 2024	54462	\$ 6,281.48	SORENSEN MACHINE WORKS	GENERAL, STREETS, WATER, SEWER	CITYWIDE DEPARTMENT SUPPLIES FOR DECEMBER 2023
January 31, 2024	54463	\$ 254.63	SUNNYSIDE TROPHY	GENERAL	(1) NEW PERPORUAL 18 PLATE, (1)12X15 BLK PIANO, ENS, PATCH (PD)
January 31, 2024	54464	\$ 953.61	VULCAN MATERIALS COMPANY	STREETS	(8.91) COLD MIX 3/8 SC8 AGG&ASPHALT
February 1, 2024	54465	\$ 136.58	AUTOZONE, INC.	GENERAL	UNIT 82:KEYFOB BATTERY, UNIT 81: SYLVANIA BASIC BULBS (PD), M84: PROELITE WATER NOZZLE, (2) DURALAST WIPER BLADE
February 1, 2024	54466	\$ 959.07	BOB CAT OF FRESNO	STREETS	(36) POLY CONV 6X22, (2) POLY FLAT BRUSH
February 1, 2024	54467	\$ 1,568.00	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 09/19/2023, 10/03/2023, WW WEEKLY GRAB SAMPLE BOD,TDS 12/05/2023
February 1, 2024	54468	\$ 80.00	COOK'S COMMUNICATIONS	GENERAL	UNIT #M83: CHECK OUT LIGHTBAR (PD)
February 1, 2024	54469	\$ 14,970.33	CORE & MAIN LP	WATER	PARTS FOR LEAK REPAIR ON BASS AVE (2)18 MJ L/P SLV

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February 1, 2024	54470	\$ 280.00	DEPARTMENT OF JUSTICE	GENERAL	(8) BLOOD ALCOHOL ANALYSIS (PD)
February 1, 2024	54471	\$ 109.42	JORGENSEN COMPANY, JORGENSEN C	GENERAL, WATER, SEWER	(1) FIRE EXT ANNUAL MAINTENANCE - PUBLIC WORKS YARD, REMAINDER BALANCE FOR WTP, DMV, WORKFORCE, CITY HALL
February 1, 2024	54472	\$ 2,006.36	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	UNIT#87: WATER PUMP REMOVE & REPLACE, UNIT #89: SIRENS CHECKED DUE TO BAD CONNECTION (PD)
February 1, 2024	54473	\$ 175,757.00	MARKO CONSTRUCTION GROUP INC	GENERAL, WATER, SEWER	MENDOTA POLICE DEPARTMENT & COUNCIL CHAMBERS NOVEMBER 2023
February 1, 2024	54474	\$ 483.59	MENDOTA 1 SMOG	GENERAL	2018 FORD UNIT #87: OIL CHANGE,CHCK COOLANT LEAK, 2015 FORD POLICE INTERCEPTOR -CHECK ABS LIGHT ON (PD)
February 1, 2024	54475	\$ 30.00	RAMON'S TIRE & AUTO	STREETS	TRAILER: TIRE REPAIR INSIDE PATCH
February 1, 2024	54476	\$ 215.95	RTL ENTERPRISES, INC.DBA INTER	GENERAL	(4)ECONO (PD)
February 1, 2024	54477	\$ 5,000.00	SIMMONS HEATING & AIR	GENERAL	CITY HALL SERVER ROOM - MINI SPLIT CHANGEOUT
February 1, 2024	54478	\$ 411.17	STATE OF CALIFORNIA	STREETS	SIGNALS & LIGHTING OCTOBER 2023 - DECEMBER 2023
February 1, 2024	54479	\$ 2,000.00	STREET SAVER DEVMECCA.COM LLC	STREETS	STREET SAVER ANNUAL SUBSCRIPTION FEBRUARY 2024 - JANUARY 2025
February 1, 2024	54480	\$ 33.21	ALLEN YIM	WATER	MO CUSTOMER REFUND FOR YIM0003

\$ 1,430,884.51

City of Mendota

Proclamation No. 24-01

Proclaiming the month of February as Teen Dating Violence Awareness Month and Urging all Residents of Mendota to Work Together to End the Cycle of Violence in our Community

WHEREAS, each year, an estimated 1 in 3 teens is physically, emotionally, or verbally abused by a dating partner; and

WHEREAS, survivors of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as use of alcohol, tobacco, and other drugs; and

WHEREAS, parents and guardians are encouraged to speak to their teens about healthy relationships, boundaries, and dangers of teen dating violence; and

WHEREAS, each February, the formal recognition of Teen Dating Violence Awareness Month allows the community to acknowledge and show their support for survivors and advocates to end the cycle of abuse through education; and

WHEREAS, wear Orange Day, February 6, is a national day dedicated to raising awareness on teen dating violence, to supporting survivors, and to preventing abuse before it starts; and

WHEREAS, a partnership of schools across Fresno County emerged to directly confront this crisis and are achieving success. The Marjaree Mason Center, along with its kNOw MORE® Peer Educators, are helping in the effort to prevent and end teen dating violence. We must recognize the compassion and dedication of these professionals and students across Fresno County high schools and middle schools and increase public understanding of this important problem.

NOW, THEREFORE BE IT RESOLVED, that the Mendota City Council does hereby proclaim the month of February as Teen Dating Violence Awareness Month and urges all residents of Mendota to work together to end the cycle of violence in our community.

Victor Martinez, Mayor

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ACCEPTING A PEDESTRIAN EASEMENT ALONG THE FRONTAGE OF 757 MARIE STREET
DATE: FEBRUARY 27, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-06, accepting a pedestrian easement along the frontage of 757 Marie Street?

BACKGROUND

JCC Transport, Inc., a California Municipal Corporation, owns the property located at 755 Marie Street (APN 013-106-15) and has received approvals from the City of Mendota (“City”) to develop their property.

ANALYSIS

Due to the limited public street right-of-way along Marie Street in this location, a 4-foot pedestrian easement is required to allow for the construction of a City Standard drive approach and adjacent, accessible sidewalk. The owner has prepared the necessary easement grant documents, and the City is required to sign the Certificate of Acceptance in order for this easement to be recorded. The easement will allow for, among other things, the legal passage of pedestrians on the sidewalk.

FISCAL IMPACT

There is no cost to the City to accept the easement.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-06, accepting a pedestrian easement along the frontage of 757 Marie Street.

Attachments:

1. Resolution No. 24-06
2. Exhibit “A” - Right of Way Easement Grant and Certificate of Acceptance

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

RESOLUTION NO. 24-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA ACCEPTING
A PEDESTRIAN EASEMENT ALONG THE FRONTAGE OF 757 MARIE STREET**

WHEREAS, JCC Transport, Inc., a California Corporation, owns the property located at 755 Marie Street (APN 013-106-15); and

WHEREAS, JCC Transport has received approvals from the City of Mendota (“City”) to develop their property; and

WHEREAS, in order to provide the City Standard drive approach with an accessible sidewalk along the property frontage, a pedestrian easement is necessary, as shown in Exhibit “A,” as attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby accepts the dedication of the easement and authorizes the City Manager, or his designee, to sign the Certificate of Acceptance and any other necessary documents related to the dedication and acceptance of this easement.

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 27th day of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

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

CITY OF MENDOTA
ATTN: PUBLIC WORKS DEPARTMENT
643 QUINCE STREET
MENDOTA, CA 93640

NO FEE – GOV. CODE §§ 6103, 27383

Fresno County A.P.N.: 013-106-15 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

CITY OF MENDOTA
ATTN: CITY MANAGER
643 QUINCE STREET
MENDOTA, CA 93640

**THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX IS \$ 0.00**

- Computed on the consideration or value of property conveyed; OR
 Computed on the consideration or value less liens or encumbrances remaining at the time of sale.
 "This conveyance is a bona fide gift and the grantor received nothing in return. (R&T Code, § 11911.)"

RIGHT-OF-WAY EASEMENT GRANT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JCC TRANSPORT, INC.**, a California Corporation ("Grantor"), hereby GRANTS to **THE CITY OF MENDOTA**, a California Municipal Corporation ("Grantee"), a perpetual and permanent, non-exclusive easement in gross and right of way for ingress and egress for pedestrian purposes stated herein (the "Easement") in, on, over, under, through, along, and across a portion of the real property in the City of Mendota, County of Fresno, State of California, described as:

THE EASEMENT'S LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE. A MAP OF GRANTEE'S EASEMENT IN GRANTOR'S REAL PROPERTY (FRESNO COUNTY ASSESSOR'S PARCEL NUMBER 013-106-15; HEREINAFTER, THE "SERVIENT TENEMENT") IS ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF BY REFERENCE.

This Grant of Easement is subject to the following terms and conditions:

1. Nature and Scope of the Easement. The Easement shall be in gross for ingress and egress of all types, without limitation, in, on, over, under, through, along, across, and beneath the Servient Tenement, including, but not limited to, sidewalks, roads, and rights-of-way, and related construction embankments, supports, grades, drainage, maintenance, soil and slope support, drainage control measures, and the right to clear brush and obstructions. The Easement shall not be exclusive, and Grantor and all of Grantor's assigns shall have the right to continue to use the area within the Easement for ingress to and egress from the Servient Tenement so long as said use does not interfere with the rights granted Grantee herein.

2. Maintenance.

a. Grantee will attempt to minimize any impact to surface improvements on the Servient Tenement by its use of the Easement, but will not be responsible for repair to or replacement of any surface improvements damaged due to the exercise of Grantee's rights granted herein.

b. Grantee shall not be responsible nor incur any costs associated with maintaining, repairing, improving, or replacing anything within the surface area of the Servient Tenement.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

c. This Grant of Easement does not modify the respective rights and obligations of Grantor or Grantee regarding the maintenance or repair of sidewalk areas contained in Chapter 12.06 of the Mendota Municipal Code, as may be amended from time to time.

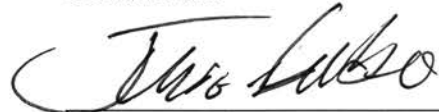
3. Binding on Successors. The terms and provisions of this Grant of Easement shall be binding upon grantors, grantees, and all successive owners, assigns, heirs, beneficiaries, and personal representatives of the Servient Tenement.

4. Transfer. Grantee may transfer or assign any or all of its rights and obligations under this Easement at its sole discretion.

5. Severability. If any provision or part of any provision of this Grant of Easement shall, for any reason, be held to be invalid, unenforceable, or contrary to public policy or any law, then the remainder of the Grant of Easement shall not be affected thereby and shall remain in full force and effect.

DATED: January 17, 2024

GRANTOR



JCC TRANSPORT, INC.

A California Corporation

By: Julio Carballo

Its: Chief Executive Officer

EXHIBIT "A"

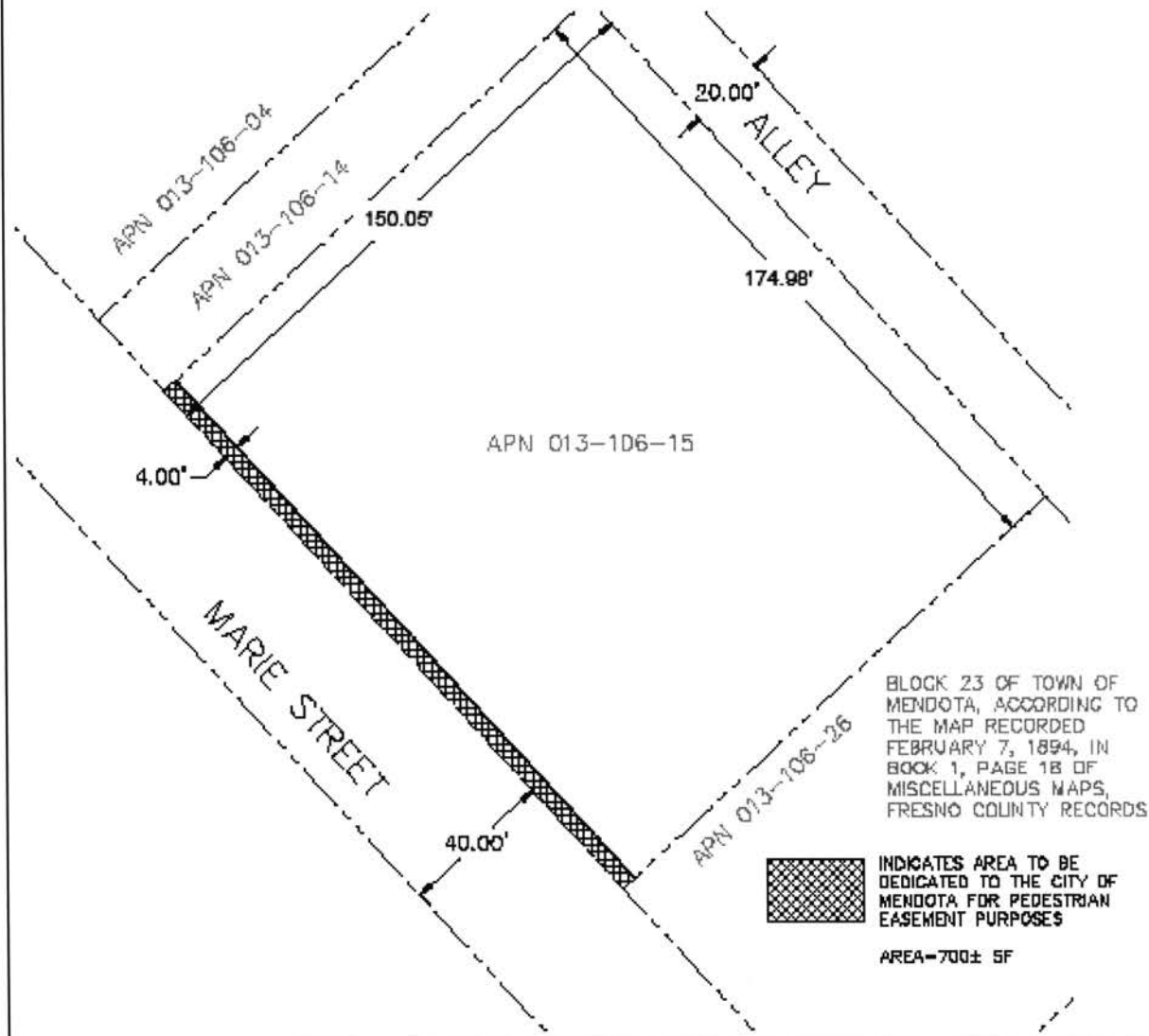
APN 013-106-15 (portion)
Pedestrian Easement

The land described herein is situated in the State of California, County of Fresno, City of Mendota, described as follows:

THE SOUTHWEST 4 FEET OF LOTS 21 THROUGH 27 INCLUSIVE, IN BLOCK 23 OF TOWN OF MENDOTA, ACCORDING TO THE MAP RECORDED FEBRUARY 7, 1894, IN BOOK 1, PAGE 18 OF MISCELLANEOUS MAPS, FRESNO COUNTY RECORDS

CONTAINING 700 SQUARE FEET, MORE OR LESS.

EXHIBIT 'B'



TEL:
(558)289-0748



SCALE: 1"=40'



PROJECT SURVEYOR:

CHRISTOPHER T MUZNY PLS 9188

DATE

CITY OF MENDOTA
DEPARTMENT OF PUBLIC WORKS

A PORTION OF LOTS 21 THROUGH 27 INCLUSIVE, IN BLOCK 23 OF TOWN OF MENDOTA, ACCORDING TO THE MAP RECORDED FEBRUARY 7, 1894, IN BOOK 1, PAGE 18 OF MISCELLANEDOUS MAPS, FRESNO COUNTY RECORDS

FROM IRI: _____

FUND NO.: _____

DRG. NO.: _____

DR. BY: JC

CH. BY: CM

DATE: 12/19/23

SCALE: 1"=40'

SHEET NO. 1
OF 1 SHEETS

City of Mendota
643 Quince Street
Mendota, CA 93640

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Right of Way Easement Grant attached hereto and dated JANUARY 17, 2024, from **JCC TRANSPORT, INC.**, a California Corporation, as Grantor, to **THE CITY OF MENDOTA**, a California Municipal Corporation, as Grantee, is hereby accepted by the undersigned officer or agent on behalf of City Council of the City of Mendota pursuant to authority conferred by Resolution No. 24-__, adopted on _____, 2024, and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE

CITY OF MENDOTA,
A California Municipal Corporation

By: _____
Cristian Gonzalez,
City Manager for the City of Mendota

Dated: _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: VACATING A PORTION OF THE ALLEY ABUTTING APNS 013-230-04, 05, AND 37, QUITCLAIMING IT TO THE ABUTTING PARCELS, AND FURTHER FINDING THAT SUCH VACATION DOES NOT MEET THE DEFINITION OF A "PROJECT" UNDER CEQA GUIDELINES SECTION 15378
DATE: FEBRUARY 27, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-07, summarily vacating a portion of the alley abutting APNs 013-230-04, 05, and 37, quitclaiming it to the abutting parcels, and further finding that such vacation does not meet the definition of a "project" under CEQA Guidelines Section 15378?

BACKGROUND

Johnathan Todd Zumwalt, PE, PLS has submitted a tentative parcel map on behalf of property owner Ghasan Ali Ahmed to facilitate an urban lot split pursuant to Government Code Section 66411.7. The subject properties are at the south corner of Jennings Street and 9th Street. A short (approximately 62 feet) segment of unpaved alley extends southeast from 9th Street along the rear of the subject property. Assessor's Parcel Number ("APN(s)") 013-230-37 is part of the Bou's Addition to the City of Mendota ("City") (recorded 1967), while APNs 013-230-04 and 05 along with the alley are part of the Sanchez Addition to the City (recorded 1948). The City accepted the alley dedication with recordation of the Sanchez addition.

There are no utilities in the alley. Since the City is not currently utilizing the alley for any public purpose, the applicant has requested that the City abandon the alley. Assessor's Page 013-23 with the alley identified can be found as Exhibit "A" of the attached resolution.

The Planning Commission considered the request at its regular meeting on November 21, 2023. It adopted Resolution No. PC 23-01, determining that vacation of the alley is consistent with the City of Mendota 2005-2025 General Plan Update.

ANALYSIS

Streets and Highways Code Section 8331 provides that a local agency may summarily vacate a street or highway (which includes an alley) so long as: 1) the street or highway has been impassable for vehicular travel for a period of five consecutive years, and 2) no public money was used for the maintenance of the street or highway during such period. The subject right-of-way meets these conditions. Accordingly, a local agency may summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes. (Streets and Highways Code Section 8334, subd. (a).)

Pursuant to Government Code Section 65402, subdivision (a), the Planning Commission must render a determination as to whether the proposed street vacation is in conformance with the City's General Plan. The Planning Commission shall then forward a report containing that determination to the City Council. If ultimately approved, the right-of-way vacation would result in the City quitclaiming portions of the right-of-way to each of the abutting parcels. The portions of land conveyed to the owners of these parcels would acquire the planned land use and zoning of the parcel that each portion abuts. The three parcels are planned for Medium Density Residential and are zoned R-1 Single-Family/Medium Density Residential. The applicant will be responsible for preparing the deeds that will be used to convey the portions of alley to the abutting property owners. Subsequent action (i.e., lot line adjustment or lot merger) may be required to combine the portions of alley with the abutting parcels.

GENERAL PLAN CONFORMITY

The alley is not one of the major street types (arterial, collector, industrial collector) identified in the Circulation Element of the General Plan and is not illustrated on the circulation diagram. Accordingly, the vacation of the alley will not impede the City's ability to meet its General Plan goals and policies. Accordingly, the Planning Commission determined at its November 21, 2023, meeting that the vacation conforms to and is consistent with the General Plan. The City Council must now take action considering the Planning Commission's findings.

ENVIRONMENTAL

The California Environmental Quality Act ("CEQA") and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq) define a "project" as the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The decision to summarily vacate a portion of right-of-way and quitclaiming it to the abutting parcels would not result in a direct physical change or reasonably foreseeable indirect physical change to the environment, nor is the City issuing a lease, permit, license, certificate, or other entitlement for use or making a recommendation about any such issuance. Staff supports a finding that the proposed vacation does not meet the definition of a "project" under CEQA Guidelines Section 15378.

PUBLIC NOTICE

No public notice is required for this action.

FISCAL IMPACT

Review and processing of the proposed abandonment are paid for by the applicant.

RECOMMENDATION

Staff recommends that City Council adopt Resolution No. 24-07, vacating a portion of the alley abutting APNs 013-230-04, 05, and 37, quitclaiming it to the abutting parcels, finding that such vacation does not meet the definition of a "project" under CEQA Guidelines Section 15378.

Attachment:

1. Resolution No. 24-07 (including Assessor's Parcel Map with inset)

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

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA IN THE MATTER OF APPLICATION NO. 23-05, SUMMARILY VACATING A PORTION OF THE ALLEY ABUTTING APNs 013-230-04, 05, AND 37, QUITCLAIMING IT TO THE OWNERS OF THE ABUTTING PARCELS, AND FINDING THAT SUCH VACATION DOES NOT MEET THE DEFINITION OF A PROJECT UNDER CEQA GUIDELINES SECTION 15378

WHEREAS, the Property Owner (“Owner”) of Fresno County Assessor’s Parcel Numbers (“APN(s)”) 013-230-04 and 37 has submitted an application for a tentative parcel map, designated as City of Mendota (“City”) Application No. 23-05; and

WHEREAS, said Owner has requested vacation of the alley right-of-way abutting APNs 013-230-04, 05, and 37; and

WHEREAS, the City, via filing of the Map of the Sanchez Addition to the City with the Office of the Fresno County Recorder, recorded on March 9, 1948, in Volume 13 of Plats at Page 99, Fresno County Records, accepted dedication of the alley for public use; and

WHEREAS, Streets and Highways Code Section 8331 provides that the legislative body of a local agency may summarily vacate a street or highway if, for a period of five (5) consecutive years, the street or highway has been impassable for vehicular travel and no public money was expended for maintenance of the street or highway during such period; and

WHEREAS, Streets and Highways Code Section 8334, subdivision (a) provides that the legislative body of a local agency may summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes; and

WHEREAS, pursuant to Government Code Section 65402, the City Planning Commission must render a determination as to whether a proposed street vacation is in conformance with the City’s General Plan; and

WHEREAS, the Planning Commission has independently reviewed and considered the request at its November 21, 2023, Planning Commission meeting and, via adoption of Resolution No. PC 23-01, has found that the street vacation conforms to the City’s General Plan and has forwarded this finding to the City Council; and

WHEREAS, the City Council must now take into consideration the Planning Commission’s finding and act upon that proposed street vacation; and

WHEREAS, at a regular meeting on February 27, 2024, the Mendota City Council considered the request for alley right-of-way vacation pursuant to Government Code Section 65402; and

WHEREAS, the vacation of public right-of-way does not require public notice; and

WHEREAS, the City Council has independently reviewed and considered the proposed alley vacation and considered all comments, written and oral, received from persons who reviewed or otherwise commented on the proposed alley vacation; and

WHEREAS, if approved, the City Council’s determination to vacate the right-of-way pursuant to Government Code Section 65402 would not result in a direct physical change or reasonably foreseeable indirect change to the environment, nor is the City Council issuing a lease, permit, license, certificate, or other entitlement for use or making a recommendation about any such issuance.

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

1. Finds that the summary vacation of the subject right-of-way does not constitute a project under CEQA.
2. Approves the summary vacation of alley right-of-way abutting APNs 013-230-04, 05, and 37, substantially as illustrated in Exhibit “A” hereto, and quitclaims said right-of-way to the owners of the abutting parcels.
3. Directs the applicant to cause to be prepared deeds for review by the office of the City Engineer for conveyance of the vacated lands to the owners of the abutting properties.

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 27th day of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

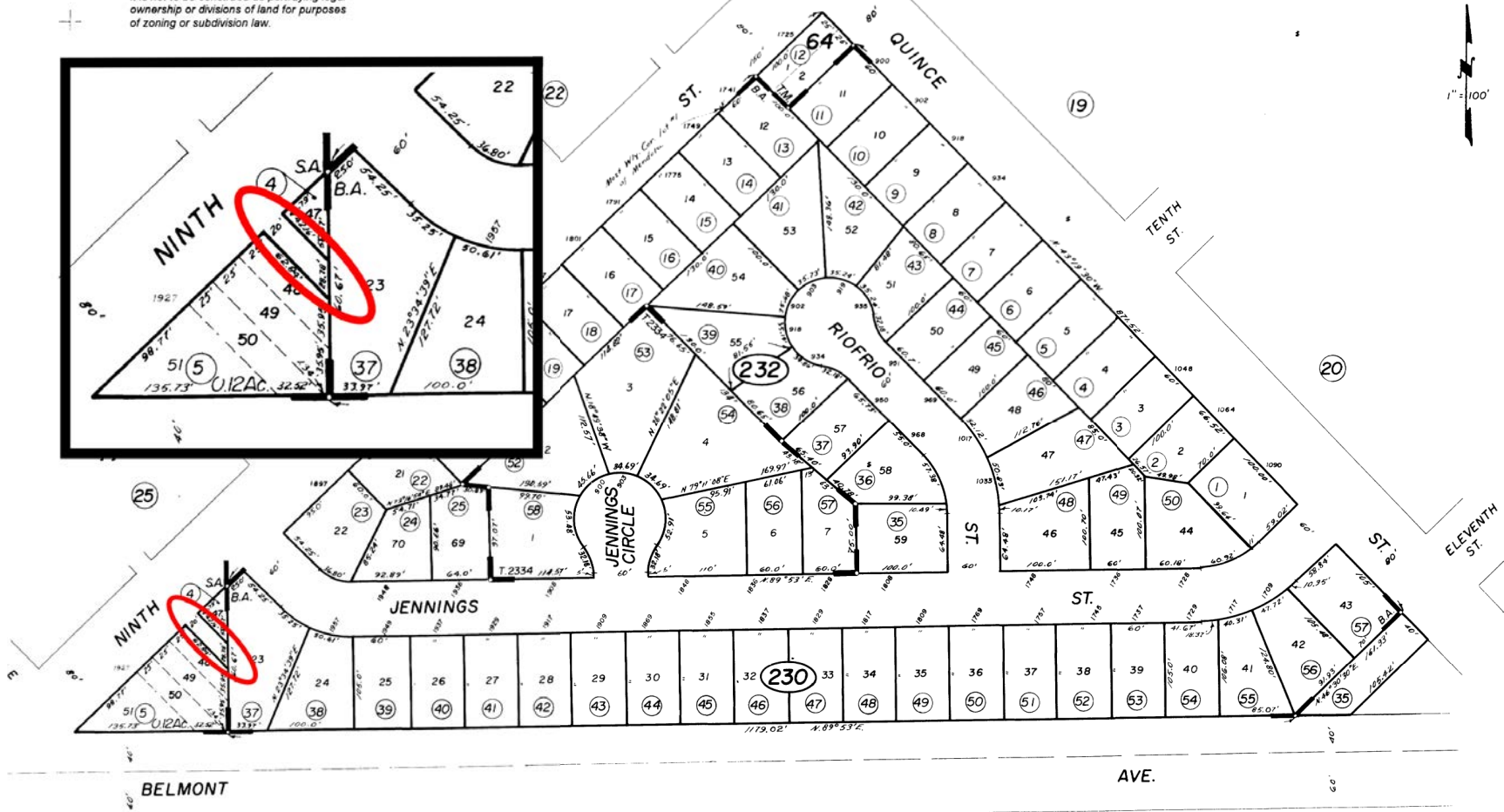
RESOLUTION NO. 24-0
EXHIBIT "A"

— NOTE —
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

SUBDIVIDED LAND & POR. 31, T.13 S., R.15 E., M.D.B.&M.

Tax Area
12 - 000

13 - 23



Bou's Addition, Revised Map - Tract No. 2148 - Plat Bk. 23, Pg. 91
Sanchez Addition Tr. 1035 - Plat Bk. 13, Pg. 99
Town of Mendota - Misc. 1, Pg. 18
Tract No. 2334 - Plat Bk. 26, Pa. 100

Bk.
19

Assessor's Map Bk. 13 - Pg. 23
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MARILU G. SANDOVAL, FINANCE ADMINISTRATIVE SUPERVISOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: UPDATING THE UNITED SECURITY BANK AUTHORIZED SIGNERS FOR CITY OF MENDOTA BANK ACCOUNTS
DATE: FEBRUARY 27, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-08, updating the United Security Bank Authorized Signers for City of Mendota Bank Accounts?

BACKGROUND

United Security Bank (“USB”) has a list of approved signers for City of Mendota (“City”) bank accounts. USB has requirements that need to be satisfied to update information on a bank account. USB requires 1) an approved letter to include the name of the business entity and names and titles of all authorized signers; 2) a business application with those listed on the approved letter; and 3) a copy of the identification card of each signer.

ANALYSIS

On February 12, 2024, Nora Valdez was hired as the City of Mendota’s new Finance Director. As a result, staff must submit a letter, a business application, and a copy of all identification cards to update the authorized signers, adding Ms. Valdez and removing Ms. Banda.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-08, updating the United Security Bank Authorized Signers for City of Mendota Bank Accounts.

Attachment:

1. Resolution No. 24-08

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

RESOLUTION NO. 24-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA UPDATING THE UNITED SECURITY BANK AUTHORIZED SIGNERS FOR CITY OF MENDOTA BANK ACCOUNTS

WHEREAS, the City of Mendota (“City”) has authorized signers for its accounts with United Security Bank; and

WHEREAS, the City’s former Finance Director, Nancy Banda, has resigned from that position and the City has appointed Nora Valdez as the new Finance Director; and

WHEREAS, the signers for the City’s accounts with United Security Bank need to be updated by submitting a letter listing authorized signers, a business application, and copies of the signers’ identification cards.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City hereby approves an update to its United Security Bank authorized signers by submitting a letter listing: Victor Manuel Martinez, Mayor; Libertad Esmeralda Lopez, Mayor Pro Tem, Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services/Assistant City Manager; Nora Valdez, Finance Director; and Celeste Cabrera-Garcia, City Clerk/Events Coordinator as authorized signers. The following name will be removed from the City’s previous list of authorized signers: Nancy Banda.

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 27th day of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: APPROVING THE FIRST AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MENDOTA GROUNDWATER SUSTAINABILITY AGENCY AND THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GROUNDWATER SUSTAINABILITY AGENCY, THE MEMORANDUM OF AGREEMENT AMONG THE DELTA-MENDOTA SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES, AND THE SPECIAL GROUNDWATER SUSTAINABILITY PLAN FOR THE DELTA-MENDOTA SUBBASIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

DATE: FEBRUARY 27, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-09, approving the First Amended Memorandum of Understanding between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency, the Memorandum of Agreement among the Delta-Mendota Subbasin Groundwater Sustainability Agencies, and the Special Project Agreement for the development of a single Groundwater Sustainability Plan for the Delta-Mendota Subbasin, and authorizing the City Manager to execute all necessary documents?

BACKGROUND

In 2014, the State of California enacted the Sustainable Groundwater Management Act (“SGMA”), which established a new structure for managing groundwater in California. The main goal of SGMA was to achieve sustainable groundwater basins, enhance local management of the groundwater consistent with rights to use or store groundwater and establish standards for effective and continuous management of groundwater. Implementation of SGMA was achieved through the formation of Groundwater Sustainability Agencies (“GSA(s)”) and through preparation and implementation of Groundwater Sustainability Plans (“GSP(s)”).

On January 10, 2017, the City Council adopted a resolution that authorized the City of Mendota (“City”) to serve as a GSA. On November 13, 2018, the City approved a Memorandum of Understanding between the City and the San Joaquin River Exchange Contractors Water Authority Groundwater Sustainability Agency (“SJRECGSA”) to assist the City and its GSA with the implementation of SGMA.

On December 10, 2019, acting in its capacity as a GSA, the City Council approved adoption of a GSP for portions of the Delta-Mendota Sub-Basin, of which the City was encompassed within. On July 12, 2022, the City, in its capacity as the Mendota GSA, adopted a First Amended SJRECGSA GSP to satisfy deficiencies identified by the State of California (“State”). All other GSPs adopted the amendment to comply with the State’s recommendation. In March of 2023, the State deemed the first amendment insufficient to meeting SGMA requirements. In an effort to

avoid the State deeming the Delta-Mendota Subbasin in probationary status, GSAs located within the Delta-Mendota Subbasin are pursuing adoption and implementation of a single GSP for the entire Delta-Mendota Subbasin.

ANALYSIS

The First Amended Memorandum of Understanding (“Amended MOU”), Memorandum of Agreement, and Special Project Agreement (attached to Resolution No. 24-10 as Exhibits “A”, “B,” and “C”) is necessary because the transition to a single GSP has rendered the 2018 MOU inadequate in the following areas:

1. References to the individual GSP Chapters under the SJRECGSA GSP are no longer correct. The entire basin will now be subject to one GSP, and the proposed MOU ensures that all parties previously covered under the SJRECGSA GSP agree to transition to the single GSP.
2. The previous Coordination Agreement (which was statutorily required to harmonize the various GSPs within the Subbasin) will be voided upon adoption of the Single GSP. In place of the Coordination Agreement will be the Basin-Wide MOA, which establishes a Coordination Committee. The Coordination Committee will handle much of the technical and procedural elements necessary to implement SGMA. Just like SJRECGSA represented its GSP partners under the previous Coordination Agreement structure, the SJRECGSA propose to represent the same GSAs on the Coordination Committee.
3. Implementing SGMA on a basin-wide basis will require costs to be spread across all GSAs. Under the Coordination Committee approach, only Coordination Committee representatives (here the SJRECGSA) are responsible for payment under the Basin Wide MOU. The attached MOU provides a mechanism to flow through a small increment of those costs from SJRECGSA to the GSAs that sign the proposed MOU.

FISCAL IMPACT

The Special Project Agreement (“SPA”) (Exhibit “C”) details the cost-sharing allocation for the participating GSAs, of which there are seven. The SJRECGSA’s allocation of 16.7% of the total \$1,401,052, plus additional costs for support services as mentioned in the SPA. Of that 16.7%, as per the MOU (Exhibit “A”) Mendota GSA’s portion would be 1% or up to \$3,500.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-09, approving the First Amended Memorandum of Understanding between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency, the Memorandum of Agreement among the Delta-Mendota Subbasin Groundwater Sustainability Agencies, and the Special Project Agreement for the development of a single Groundwater Sustainability Plan for the Delta-Mendota Subbasin, and authorizing the City Manager to execute all necessary documents.

Attachments:

1. Resolution No. 24-09

2. Exhibit “A” – First Amended Memorandum of Understanding between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency
3. Exhibit “B” - Memorandum of Agreement among the Delta-Mendota Subbasin Groundwater Sustainability Agencies
4. Exhibit “C” - Special Project Agreement for the development of a single Groundwater Sustainability Plan for the Delta-Mendota Subbasin

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

RESOLUTION NO. 24-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE FIRST AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MENDOTA GROUNDWATER SUSTAINABILITY AGENCY AND THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GROUNDWATER SUSTAINABILITY AGENCY, THE MEMORANDUM OF AGREEMENT AMONG THE DELTA-MENDOTA SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES, AND THE SPECIAL PROJECT AGREEMENT FOR THE DEVELOPMENT OF A SINGLE GROUNDWATER SUSTAINABILITY PLAN FOR THE DELTA-MENDOTA SUBBASIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, In 2014, the State of California enacted the Sustainable Groundwater Management Act (“SGMA”), which established a new structure for managing groundwater in California. The main goal of SGMA was to achieve sustainable groundwater basins, enhance local management of the groundwater consistent with rights to use or store groundwater and establish standards for effective and continuous management of groundwater; and

WHEREAS, implementation of SGMA was achieved through the formation of Groundwater Sustainability Agencies (“GSA(s)”) and through preparation and implementation of Groundwater Sustainability Plans (“GSP(s)”); and

WHEREAS, on January 10, 2017, the City Council adopted a resolution that authorized the City of Mendota (“City”) to serve as a GSA; and

WHEREAS, on November 13, 2018, the City approved a Memorandum of Understanding between the City and the San Joaquin River Exchange Contractors Water Authority Groundwater Sustainability Agency (“SJRECGSA”) to assist the City and its GSA with the implementation of SGMA; and

WHEREAS, on December 10, 2019, acting in its capacity as a GSA, the City Council approved adoption of a GSP for portions of the Delta-Mendota Sub-Basin, of which the City was encompassed within, and on July 12, 2022, the City, in its capacity as the Mendota GSA, adopted a First Amended SJRECGSA GSP to satisfy deficiencies identified by the State of California; and

WHEREAS, in March of 2023, the State deemed the first amendment insufficient to meeting SGMA requirements; and

WHEREAS, in an effort to avoid the State deeming the Delta-Mendota Subbasin in probationary status, GSAs located within the Delta-Mendota Subbasin are pursuing adoption and implementation of a single GSP for the entire Delta-Mendota Subbasin.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the First Amended Memorandum of Understanding between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency attached hereto as Exhibit "A," the Memorandum of Agreement among the Delta-Mendota Subbasin Groundwater Sustainability Agencies attached hereto as Exhibit "B," and the Special Project Agreement for the development of a single Groundwater Sustainability Plan for the Delta-Mendota Subbasin attached hereto as Exhibit "C," and authorizes the City Manager to execute the same.

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 27th day of February, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

**FIRST AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF MENDOTA GROUNDWATER SUSTAINABILITY AGENCY AND THE SAN
JOAQUIN RIVER EXCHANGE CONTRACTORS GROUNDWATER
SUSTAINABILITY AGENCY WITH RESPECT TO IMPLEMENTATION OF THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT IN A PORTION OF THE
DELTA-MENDOTA SUBBASIN**

This First Amended Memorandum of Understanding (MOU) is made and effective as of the Effective Date between the City of Mendota Groundwater Sustainability Agency, a political subdivision of the State of California (City GSA) and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency, a California Special District formed by the California Legislature in SB 372 (2017) (Exchange Contractors GSA or SJRECGSA).

This MOU is made with reference to the following facts and understandings:

A. The Sustainable Groundwater Management Act of 2014, which includes Water Code sections 10720-10736.6 (SGMA) was signed into law on September 16, 2014, and requires that each California groundwater basin or subbasin be managed by a Groundwater Sustainability Agency (GSA) or multiple GSAs, and that such management include an approved Groundwater Sustainability Plan (GSP) or multiple GSPs.

B. The purpose of this MOU is to coordinate SGMA implementation and enforcement between the City and Exchange Contractors GSA.

C. The City and the San Joaquin River Exchange Contractors, the predecessor of the Exchange Contractors GSA, have for many years jointly and cooperatively studied and successfully managed groundwater in the vicinity of the City.

D. In 2018, SJRECGSA and City GSA entered into the Memorandum of Understanding With Respect to Implementation of the Sustainable Groundwater Management Act in a Portion of the Delta-Mendota Subbasin. (2018 MOU). In accordance with the 2018 MOU, SJRECGSA and City GSA adopted the San Joaquin River Exchange Contractors Groundwater Sustainability Plan (SJRECGSA GSP). The SJRECGSA GSP included a chapter dedicated to the City GSA.

E. The SJRECGSA GSP was one of six Groundwater Sustainability Plans adopted for the Delta-Mendota Subbasin. Pursuant to a Coordination Agreement, SJRECGSA, City GSA, and more than 20 additional GSAs agreed to adopt multiple GSPs for the Delta-Mendota Subbasin.

F. In January 2022, the California Department of Water Resources deemed the SJRECGSA GSP, along with the five other GSPs adopted for the Delta-Mendota Subbasin did not satisfy SGMA requirements.

G. In July 2022, SJRECGSA and City GSA adopted the First Amended SJRECGSA GSP and submitted the same to California Department of Water Resources. All other GSAs in the Delta-Mendota Subbasin also adopted revised GSPs.

H. In March 2023, California State Water Resources Control Board (SWRCB) and California Department of Water Resources deemed the First Amended SJRECGSA GSP insufficient to meet SGMA requirements.

I. Pursuant to SGMA, the State Water Resources Control Board now has the authority to deem the Delta-Mendota Subbasin to be “probationary” and subject to State Intervention. SWRCB has tentatively established September 2024 as the date by which it will hold a public hearing to declare the Delta-Mendota Subbasin to be in probationary status.

J. In an effort to avoid the probationary status designation. SJRECGSA, City GSA, and all other GSAs in the Delta-Mendota Subbasin are pursuing adoption, submittal to SWRCB, and implementation, of a single GSP for the entire Delta-Mendota Subbasin.

K. The rights and responsibilities of the various GSAs in the Delta-Mendota Subbasin under the Single GSP structure will be set forth in a Memoranda of Understanding (Basin-Wide MOU). The Basin-Wide MOU will be adopted by each GSA in the Delta-Mendota Subbasin, including SJRECGSA and City GSA.

M. Notwithstanding the anticipated transition to a Single GSP, SJRECGSA and City GSA intend to continue to closely coordinate their respective efforts to comply with SGMA. The terms of the continuing coordination between SJRECGSA and City GSA are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, and the recitals above, which are incorporated herein by this reference, it is agreed by the City GSA and the Exchange Contractors GSA:

I. Effective Date and Relationship of the First Amended MOU to the 2018 MOU

A. Relationship to 2018 MOU. Upon and after the Effective Date, this First Amended Memorandum of Understanding shall supersede and replace the 2018 MOU for all purposes.

B. Effective Date. This First Amended MOU shall become effective when: (1) the City GSA and SJRECGSA have fully executed this MOU; and (2) the Basin-Wide MOU has been signed by all necessary parties and become effective. The 2018 MOU shall remain in effect until the Effective Date of this MOU.

II. Objectives

The objectives of this MOU are:

A. To achieve sustainable groundwater management pursuant to SGMA in those portions of the Delta-Mendota Subbasin (the Basin) that are within the exterior boundaries of both the Exchange Contractors GSA boundary and the City's GSA boundary.

B. To accomplish coordination between the City and Exchange Contractors GSA in implementing SGMA.

C. To avoid conflicts between the GSP adopted for the lands subject to this Agreement and the City's exercise of its land use planning authority.

D. To establish the terms pursuant to which SJRECGSA will represent the City GSA on any Coordinating Committee established in the Basin-Wide MOU.

III. Territory Subject to the Terms of this MOU. The lands subject to the terms and conditions of this agreement are described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

IV. Monitoring Network and Locations. In the opinion of both the Exchange Contractors GSA and the City GSA, the current groundwater monitoring network existing within the City GSA meets the requirements 23 CCR § 354.34. In order to satisfy SGMA requirements, the parties agree:

A. If, at any time, a mutually agreed upon professionally licensed engineer/hydrogeologist determines that the groundwater monitoring network existing within the City GSA does not satisfy the requirements of 23 CCR § 354.34, the Exchange Contractors GSA shall notify the City GSA of the necessary improvements, and City shall install such improvements at its expense within a reasonable period.

B. If, after a reasonable period following such notice, City GSA does not install such necessary improvements, Exchange Contractors GSA may improve the monitoring network to comply with SGMA. Exchange Contractors GSA shall notify City GSA of the anticipated costs

and expenses of the improvement prior to taking any action to improve the monitoring network to comply with SGMA. City GSA shall review and approve such reasonable expenses of improvement, which approval shall not be unreasonably withheld or delayed. City GSA shall reimburse Exchange Contractors GSA for improvement expenditures approved by City GSA. All such work shall be performed in accordance with applicable local, state, and federal law including, but not limited to, the California Public Contract Code and prevailing wage requirements.

V. Establishment of Monitoring Protocols.

A. The Groundwater Sustainability Plan established for the City GSA shall establish Groundwater monitoring protocols consistent with 23 CCR § 352.2.

1. The City shall perform all testing and monitoring within the City GSA in accordance with established protocols. The costs of such testing and monitoring shall be borne by the City.
2. The Exchange Contractors GSA shall perform all testing and monitoring within the Exchange Contractors GSA boundary in accordance with established protocols. The costs of such testing and monitoring shall be borne by the Exchange Contractors.
3. Monitoring for static groundwater elevation shall at a minimum represent seasonal high and seasonal low annual groundwater elevations.

VI. Data Exchange. Data collected by the City which is useful or necessary to SGMA compliance and implementation shall be provided to the Exchange Contractors as soon as practicable in a form compatible with the Exchange Contractors Data Management System (DMS).

VII. Adoption of a Single GSP for the Delta-Mendota Subbasin, to be Adopted and Implemented by SJRECGSA and City GSA. To satisfy SGMA requirements, City GSA and SJRECGSA intend to adopt the Basin-Wide MOU, and the Single GSP for the entire Delta-Mendota Subbasin, and to implement those provisions of the GSP applicable to their respective territories.

- A. Adoption of the Basin-Wide MOU. Each GSA within the Delta-Mendota Subbasin will be required to adopt the Basin-Wide MOU. Among other material terms, the Basin-Wide MOU will:
1. Reflect each GSA's commitment to adopt the Single GSP for the Subbasin.
 2. Memorialize the Coordination Committee structure for basin-wide decision making.
 3. Memorialize each GSA's share of cost responsibility for developing, adopting, and implementing the Single GSP.

B. Elements of the Single GSP to Apply to City GSA:

1. Provisions of the Single GSP applicable to City GSA shall reflect regional groundwater conditions and be informed by available information, including studies and plans sponsored in part by neighboring GSAs.
2. Provisions of the Single GSP applicable to City GSA shall prohibit new wells with perforations below the Corcoran Clay without consent from both the City and the Exchange Contractors. The City GSP Chapter will further require that all new and replacement wells shall be equipped with a flow meter with a +/- 5% accuracy.

VIII. City to Adopt and Enforce Single GSP

A. It is the Parties' intent that following necessary public hearings and receipt of comments on the Single GSP, that City shall adopt the Single GSP as the applicable GSP for the lands within the City's GSA boundary.

B. Upon adoption, City shall exercise or cause to be exercised the 'Powers and Authorities' described in Chapter 5 of Part 2.74 of Division 6 of the California Water Code (§ 10725 *et seq.*) necessary to implement and enforce the Single GSP.

IX. Compensation for SGMA Costs and Implementation.

A. City shall pay 1% of the Costs assigned under the Single Plan and Basin Wide MOU to those entities represented by the SJRECGSA on the Coordinating Committee.

B. If Exchange Contractors GSA anticipates an active role for its agents or employees in the monitoring, management of groundwater, and implementation of the Single GSP within the City GSA territory, Exchange Contractors GSA shall develop an annual work plan and estimate therefore, and shall provide such estimate to City. City shall review and approve such work plan and estimate, which approval shall not be unreasonably withheld or delayed. City shall reimburse Exchange Contractors GSA's direct costs, including reasonable administrative costs, incurred in the implementation of the City GSP Chapter set forth in the work plan and estimate.

X. Coordination Framework.

B. Coordination with Groundwater Sustainability Agencies on the Coordination Committee for the Delta-Mendota Subbasin.

- A.** The Basin-Wide MOU contemplates the creation of a 'Coordination Committee' comprised of representatives from 7 of the 23 GSAs in the Delta

Mendota Subbasin. The Coordination Committee will be tasked with making strategic decisions concerning elements of the Single GSP and its implementation.

1. The City hereby designates the Exchange Contractors GSA to serve as City's 'GSP Group Representative' (as that term is defined in the Basin-Wide MOU) for all matters relating to the Delta Mendota Groundwater Subbasin and vests the GSP Group Representative with authority to vote on its behalf concerning matters within the scope of the Coordination Committee's jurisdiction.
2. In executing its responsibilities as a GSP Group Representative, the Exchange Contractors GSA shall receive input, guidance, and direction from City.
3. Final authority to vote on issues before the Coordination Committee established by the Basin-Wide MOU rests exclusively with the Exchange Contractors GSA and shall be exercised pursuant to its discretion.
4. City shall possess those rights and responsibilities afforded to parties under Basin-Wide MOU.

XI. Reconciliation of Funding Obligations for SJRECGSA GSP Development.

A. Pursuant to the Terms of the 2018 MOU, each party made various commitments regarding funding of the development and implementation of the SJRECGSA. This provision confirms that all financial matters concerning the development and implementation of these matters have been resolved and are satisfied in full.

XII. Compliance with Laws

A. In any action taken pursuant to this MOU, the Exchange Contractors GSA and the City shall comply with all applicable statutes, laws, and regulations, specifically including but not limited to SGMA and its implementing regulations, as they now exist or as may be amended or promulgated from time to time.

B. To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern.

C. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with or no longer accurately reflect such statutes, laws, or regulations, this MOU shall be modified in order to comport with the newly amended or promulgated statutes, laws, or regulations.

XIV. Miscellaneous Provisions

A. This MOU may be amended from time to time only by mutual written agreement of the City and the Exchange Contractors GSA, in accordance with the terms of this MOU. This MOU may be terminated in accordance with the terms of this MOU (1) by mutual written agreement of both of the parties to this MOU, or (2) when either or both of the parties to this MOU are no longer participating in the implementation of SGMA within the geographical area subject to this MOU.

B. This MOU contains the entire understanding between the parties relating to this subject matter and supersedes all oral or written agreements between them with respect thereto, including without limitation the 2018 MOU, and no previous written or oral understandings have been or shall be relied upon.

C. The failure of any party in any one or more instances to insist upon strict performance of any terms or provisions of this MOU, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

D. This MOU is the result of arms-length negotiations between sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either party.

E. Should the participation of either party to this MOU, or any part, term, or provision of this MOU be superseded by conflicting State legislation as mutually agreed by the parties or decided by a court of competent jurisdiction to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, or provisions of this MOU shall not be affected thereby and each party hereby agrees it would have entered into this MOU upon the remaining terms and provisions.

F. The rights and duties of the parties to this MOU may not be assigned or delegated, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void.

G. This MOU may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.

H. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

I. Notices authorized or required to be given pursuant to this MOU shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the parties at the addresses set forth for each below, or to such other changed addresses communicated to the other party in writing.

City:

Name: Cristian Gonzalez
Address: 643 Quince Street
Mendota, CA 93640
Telephone: (559) 655-3291

Exchange Contractors GSA:

Name: Jarrett Martin, PE
Address: 541 H Street
Los Banos, CA 93635
Telephone: (209) 827-9703

J. Each signatory to this MOU certifies that he or she is authorized to execute this MOU and to legally bind the party he or she represents, and that such party shall be fully bound by the terms hereof upon such signature without further act, approval, or authorization of such party.

///

IN WITNESS WHEREOF, the parties have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

City GSA:

Exchange Contractors GSA:

By: Cristian Gonzalez
Title: City Manager

By: _____
Title: _____

EXHIBIT B

**MEMORANDUM OF AGREEMENT
AMONG THE DELTA-MENDOTA SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCIES**

THIS MEMORANDUM OF AGREEMENT (this “**MOA**”) is entered into and shall be effective as of the date of full execution below (the “**Effective Date**”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “**Party**” and collectively the “**Parties**”) and the San Luis & Delta-Mendota Water Authority, which would be executing not as a Party, and is made with reference to the following facts:

RECITALS

A. **WHEREAS**, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“**SGMA**”); and

B. **WHEREAS**, SGMA requires all groundwater subbasins designated as high- or medium-priority by the California Department of Water Resources (“**DWR**”) to manage groundwater in a sustainable manner; and

C. **WHEREAS**, the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority, critically overdrafted basin by DWR; and

D. **WHEREAS**, the Subbasin includes multiple groundwater sustainability agencies (each a “**GSA**” and collectively, the “**GSAs**”) that initially managed the Subbasin through the development and implementation of six different groundwater sustainability plans; and

E. **WHEREAS**, pursuant to the requirements of SGMA (Wat. Code §§ 10720, *et seq.*) and DWR’s SGMA regulations (23 Cal. Code Regs., §§ 350, *et seq.*), and in recognition of the need to sustainably manage the groundwater within the Subbasin, the Parties entered into that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018 (“**Coordination Agreement**”), to outline the Parties’ obligations and responsibilities regarding SGMA coordination in the Subbasin among the multiple GSAs and multiple groundwater sustainability plans; and

F. **WHEREAS**, after an approximately two-year review, DWR determined that the coordinated groundwater sustainability plans in the Subbasin were “incomplete” on January 21, 2022, and required that the groundwater sustainability plans be revised to address certain corrective actions by July 20, 2022; and

G. **WHEREAS**, the Parties did so timely revise and re-submit the amended groundwater sustainability plans to DWR; however, those groundwater sustainability plans, even after revision, were deemed “inadequate” under SGMA by DWR on March 2, 2023; and

H. **WHEREAS**, the Parties understand that upon DWR’s determination that a groundwater sustainability plan is inadequate, SGMA authorizes the State Water Resources Control Board (“**State Water Board**”) to seek to intervene and exercise jurisdiction over the affected subbasin; and

I. **WHEREAS**, the Parties would like to be able to continue to manage the Subbasin locally in lieu of intervention by the State Water Board if possible; and

J. **WHEREAS**, in order to efficiently coordinate among the large number of GSAs in the Subbasin, the GSAs now desire to adopt one groundwater sustainability plan (“**GSP**”) for the Subbasin; and

K. **WHEREAS**, if there is only one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA; and

L. **WHEREAS**, the GSAs desire to enter into this MOA to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA; and

M. **WHEREAS**, the Coordination Agreement shall remain binding and in effect until all Parties have approved a single GSP for the Subbasin, at which time the Coordination Agreement shall automatically terminate, and this MOA shall become operative as provided in Section 12.2.

NOW, THEREFORE, in consideration of the Recitals, which are deemed true and correct and incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I– DEFINITIONS

1.1 “**Coordination Committee**” shall mean the committee of GSA Representatives or GSA Group Representatives established pursuant to this MOA.

1.2 “**Coordinated Plan Expenses**” are those Subbasin-wide Activities expenses that are shared equally amongst the Coordination Committee members, in accordance with the Participation Percentages.

1.3 “**DWR**” shall mean the California Department of Water Resources.

1.4 “**Effective Date**” shall be as set forth in the Preamble.

1.5 “**GSA**” shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “**GSAs**” shall mean more than one such groundwater sustainability agency. Each Party is a GSA.

1.6 “**GSA Representative**” shall refer to the representative of a single GSA that holds a single seat on the Coordination Committee.

1.7 “**GSA Group Representative**” shall refer to the representative of a group of GSAs that share a single seat on the Coordination Committee.

1.8 “**GSP**” shall mean the single Delta-Mendota Subbasin Groundwater Sustainability Plan.

1.9 “**MOA**” shall mean this Memorandum of Agreement by and among the Parties.

1.10 “**Participation Percentages**” shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this MOA, which is attached and incorporated by reference herein, as updated from time to time, but not more frequently than annually.

1.11 “**Party**” or “**Parties**” shall mean a GSA or in the plural, two or more GSAs within the Subbasin, who are signatories to this MOA.

1.12 “**Plan Manager**” shall mean an entity or individual, appointed at the pleasure of the Coordination Committee, or as provided in Article III of this MOA, to perform the role of the Plan Manager to serve as the point of contact to DWR and/or the State Water Board.

1.13 “**San Luis & Delta-Mendota Water Authority**” or “**SLDMWA**” shall mean the San Luis & Delta-Mendota Water Authority, a California joint powers agency.

1.14 “**SGMA**” shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to groundwater sustainability plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

1.15 “**SGMA Definitions**” shall mean those SGMA-specific definitions provided by statute or regulation; in the event of any inconsistency between a term defined in this MOA and a SGMA-specific definition, the definition contained in this MOA shall prevail.

1.16 “**State Water Board**” shall mean the California State Water Resources Control Board.

1.17 “**Subbasin**” shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

1.18 “**Subbasin-wide Activities**” shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Coordination Committee. An initial list of Subbasin-wide Activities is identified in Exhibit “D”.

1.19 “**Water Year**” shall mean the period from October 1 through the following September 30.

ARTICLE II– PURPOSE & KEY PRINCIPLES

2.1 **Purpose.** The Parties shall continue to work together in mutual cooperation to develop the GSP in compliance with SGMA, for the sustainable management of the Subbasin. Once adopted, each Party hereto shall implement the terms and conditions of the GSP within their respective GSA territories.

2.2 **Collaboration.** The Parties intend to mutually cooperate to adopt a single GSP for the Subbasin, and to implement the GSP within their respective GSA territories.

2.3 **Each Party’s Rights.** This MOA shall not limit or interfere with any Party’s rights or authorities over its own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party’s police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

2.4 **Participation Percentage.** Each Party shall pay its proportionate share of the Participation Percentage, to cover coordinated Subbasin-wide Activities, set forth on Exhibit “B,” as said Exhibit “B” may be modified from time to time in accordance with Section 4.6(b). Participation Percentage financial contributions shall be treated in accordance with the provisions of Article III.

2.5 **Management and GSP Implementation.** It is the responsibility and obligation of each Party to this MOA, and any applicable separate agreements, to manage its own GSA and implement the GSP within its GSA’s boundaries. It is further the responsibility and obligation of each Party to pay its proportionate share of the Participation Percentage and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time.

ARTICLE III– ROLE OF SLDMWA

3.1 **Agreement to Serve.** By executing this MOA, not as a Party, SLDMWA agrees to carry out the functions described in this Article III and its subparts consistent with the terms of this Article and under the direction and supervision of the Coordination Committee, subject to the reimbursement and the termination provisions contained in this Article.

(a) **Secretary.** SLDMWA agrees to perform the obligations of the Secretary described in this MOA, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

(b) **Plan Manager.** SLDMWA agrees to perform the obligations of the Plan Manager described in this MOA, by delegation to one or more of its employees or to a consultant under contract to SLDMWA.

3.2 **Fiscal Management by SLDMWA and Reimbursement to SLDMWA.** SLDMWA will provide necessary financial and administrative support services contemplated by

this MOA, including, but not limited to: holding financial contributions made in accordance with the Participation Percentages, accounting for funds held by SLDMWA, reports as requested by the Coordination Committee members concerning funds held, and disbursing said funds for authorized purposes.

(a) Coordination Committee members shall make Participation Percentage contributions required pursuant to this MOA directly to SLDMWA.

(b) SLDMWA shall maintain a strict accountability of all funds contributed pursuant to this MOA. SLDMWA shall establish and maintain such accounts to provide for segregation of funds as may be required by good accounting practice. The books and records of SLDMWA pertaining to funds held and expended pursuant to this MOA shall be open to inspection at reasonable times by any entity that has made a contribution. SLDMWA shall provide an unaudited report of all financial activities for each fiscal year to each Party that has made a contribution during that fiscal year within 60 days after the close of each fiscal year.

(c) SLDMWA shall be authorized to expend funds upon authorization of the Coordination Committee, as provided for in this MOA.

(d) Upon mutual agreement of SLDMWA and each entity obligated to contribute funds pursuant to the Participation Percentages, SLDMWA and the Parties may execute a further agreement concerning fiscal responsibilities not inconsistent with the terms described herein.

3.3 **Termination of SLDMWA's Services.** Either the Parties acting through the Coordination Committee or SLDMWA, at any time, may terminate the services being provided by SLDMWA pursuant to this MOA upon thirty (30) days' written notice, if from SLDMWA, to the Coordination Committee; and if from the Coordination Committee, to SLDMWA.

ARTICLE IV– COORDINATION COMMITTEE

4.1 Coordination Committee.

(a) The Parties agree to establish a Coordination Committee to perform the functions set forth in this Section 4 in accordance with the voting procedures and requirements set forth herein. Recommendations from the Coordination Committee that require approval or action of each GSA within the Subbasin shall be provided to each Party's respective governing boards for adoption, approval or other recommended action.

(b) The Coordination Committee will consist of a total of seven (7) voting members to represent the Subbasin and shall be comprised of the representative of a GSA (“**GSA Representative**”) or a group of GSAs (a “**GSA Group Representative**”), as identified on Exhibit “B.” Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable.

(c) Individuals serving on the Coordination Committee as a GSA Representative or GSA Group Representative shall be selected by each respective GSA or GSA Group at the discretion of that particular GSA or GSA Group, and such appointments shall be effective upon providing written notice to the Secretary.

(d) The Coordination Committee will recognize each GSA Representative or GSA Group Representative and their applicable Alternative Representatives until such time as the Secretary is provided written notice of removal and replacement of said Representative.

(e) Minutes of the Coordination Committee will be prepared and maintained by the Secretary as set forth in Article 4.4(b).

4.2 **Representation.** Each Party understands its participation, as more fully set forth in Article IV of this MOA, is based on representation on the Coordination Committee. It is the responsibility and obligation of each Party under this MOA to develop its manner of selecting its respective Coordination Committee Representative and Alternate Representative. For purposes of this MOA, it is assumed that each Coordination Committee Representative has been authorized by the Parties in their respective GSA or GSA Group to participate as described herein.

4.3 **Non-Entity Status.** The Parties acknowledge and agree that the Coordination Committee created by this MOA does not create a legal entity with power to sue or be sued, to enter into contracts, to enjoy the benefits or accept the obligations of a legal entity, or to exercise any legal authority. The Coordination Committee is not a GSA.

4.4 **Coordination Committee Officers.** The Officers of the Coordination Committee will include a Chair, Vice Chair, and the Secretary. Except where the Parties have named such Officer in Article III of this MOA, Officers shall be selected at the initial meeting of the Coordination Committee or as soon thereafter as reasonably can be accomplished.

(a) **Chair and Vice Chair.** Any GSA Representative or GSA Group Representative may serve as the Chair. The Vice Chair, who shall also be a GSA Representative or GSA Group Representative, shall serve in the absence of the Chair. In the absence of both the Chair and Vice Chair, a meeting may be led by an Acting Chair, selected on an ad hoc basis, who is a member of the Coordination Committee.

The positions of Chair and Vice Chair shall rotate among the GSA Representative and GSA Group Representatives on the Coordination Committee on an annual basis according to alphabetical order, by name of the GSA or GSA Group, with the first rotation beginning on the date the first Chair is selected. The schedule for annual rotation of Chair and Vice Chair will be set at the first meeting after the Chair is appointed and reviewed and rotated annually at the first meeting of the Water Year. Any GSA Representative or GSA Group Representative may waive designation as Chair. In such a case, the office of Chair would rotate to the next designated entity.

(b) **Secretary.** By a simple majority vote, the Coordination Committee shall select a Secretary to carry out the functions described in this Article 4.4(b), to serve at the

pleasure of the Coordination Committee. The Secretary may, but need not, be a Party to this MOA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Secretary, SLDMWA is hereby designated to serve as the initial Secretary. Termination of SLDMWA's services is subject to Article 3.3.

The Secretary shall select an appointee (who may be SLDMWA staff or a consultant contracting with SLDMWA) to implement the Secretary's responsibilities under this MOA, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

The Secretary shall assume primary responsibility for Ralph M. Brown Act compliance, including without limitation, the responsibility to prepare an agenda and notices, publicly post and distribute agendas to all Coordination Committee Representatives and Alternate Representatives, the Parties, and any other person who requests, in writing, such notices. The agenda shall be of adequate detail to inform the public and the Parties of the meeting and the matters to be transacted or discussed and shall be posted in a public location and distributed to each of the Parties to this MOA in compliance with the noticing requirements of the Ralph M. Brown Act.

4.5 **Plan Manager.** By a simple majority vote of Coordination Committee members present, the Coordination Committee shall select a Plan Manager, who may be a consultant hired by the Secretary, as directed by the action of the Coordination Committee pursuant to this MOA, the representative of an entity that has been selected as Secretary, or a public agency serving as or participating in a GSA that is a Party to this MOA, and who shall serve as the point of contact for DWR as specified by SGMA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Plan Manager, SLDMWA is hereby designated as the initial Plan Manager, to serve at the pleasure and direction of the Coordination Committee, pursuant to Article III above.

The Plan Manager shall carry out the duties of a "plan manager" as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations.

The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.

4.6 **Coordination Committee Authorized Actions.** The Coordination Committee is authorized to act upon the following enumerated items:

(a) By a simple majority vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:

- (i) recommendation(s) to the GSAs for approving any technical analyses;
- (ii) updating of technical analyses as needed;
- (iii) developing budgets for Subbasin-wide Activities;
- (iv) providing assistance with grants and with coordinated projects and programs;
- (v) assigning work to subcommittees and workgroups as needed, providing guidance and feedback, and ensuring that subcommittees and workgroups prepare work products in a timely manner; and
- (vi) providing direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.

(b) By a unanimous vote of Coordination Committee members, the Coordination Committee shall review and approve:

- (i) determination of Subbasin-wide Activities, which are initially described in Exhibit “D”, but may be modified by the Coordination Committee from time to time;
- (ii) submittal of annual reports;
- (iii) a representative monitoring network;
- (iv) final budgets;
- (v) submittal of five-year updates;
- (vi) revisions to this MOA;
- (vii)** adding new Parties to this MOA;
- (viii) work plans;
- (ix) annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate;
- (x) directing the Plan Manager in the performance of its duties under SGMA; and
- (xi) the hiring of consultants for Subbasin-wide Activities, providing direction to and supervision over consultants engaged to assist in acquiring and processing technical data, conducting monitoring and reporting, and all other activities in support of Subbasin-wide Activities.

4.7 **Coordination Committee Limitations.** When the terms of this MOA or applicable law require the approval of a GSA (such as approval of the GSP, acceptance of an annual report, or approval of a five-year update), that approval shall be required and evidenced as indicated in Article V of this MOA. The Coordination Committee is not a separate GSA and shall not be responsible for approving the GSP, any annual report, or any five-year update thereto; each GSA retains responsibility for such approvals. The Coordination Committee may make recommendations to the Parties for approval of the GSP, an annual report, or any five-year update of the GSP.

4.8 **Subcommittees and Workgroups.** The Coordination Committee may appoint ad hoc or standing subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the subcommittee, whether or not such individuals are GSA Representatives, GSA Group Representatives or Alternate Representatives.

4.9 **Coordination Committee Meetings.**

(a) **Timing and Notice.** The Chair of the Coordination Committee, any two GSA Representatives or GSA Group Representatives, or the Secretary may call meetings of the Coordination Committee as needed to carry out the activities described in this MOA. The Coordination Committee may, but is not required to, set a date for regular meetings for the purposes described in this MOA. All Coordination Committee meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*).

(b) **Quorum.** A majority of the Coordination Committee members, as listed on Exhibit “B”, shall constitute a quorum of the Coordination Committee for purposes of holding a meeting. The Alternate Representative of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Coordination Committee GSA Representative or GSA Group Representative for which the Alternate Representative was appointed. If less than a quorum is present, no action may be taken.

(c) **Open Attendance.** Members of the public, stakeholders, and representatives of the Parties who are not appointed as a GSA Representative or GSA Group Representative on the Coordination Committee may attend all Coordination Committee meetings and shall be provided with an opportunity to comment on matters on the meeting agenda, but shall have no vote.

(d) **Minutes.** The Secretary’s appointee shall keep and prepare minutes of all Coordination Committee meetings. Notes of subcommittee and workgroup meetings shall be kept by the Secretary’s appointee or an assistant to the appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Secretary as Subbasin records and shall be available to the Parties and the public upon request.

4.10 **Voting by Coordination Committee.**

(a) Each GSA Representative or GSA Group Representative that is a member of the Coordination Committee shall be entitled to one (1) vote at the Coordination Committee meetings. For GSAs represented by a GSA Group Representative, it shall be up to the Parties in that GSA Group to determine how the GSA Group vote will be cast. The Coordination Committee shall not be obligated to honor the vote of an individual Party and will only accept the vote of the GSA Representative or GSA Group Representative or Alternate Representative, as identified on Exhibit “B”.

(b) Except as expressly set forth in Articles 4.6 above and 4.11 and 11.1 below, the vote of a majority of a quorum present at a regular or special meeting of the Coordination Committee shall be required for all other matters on which the Coordination Committee is authorized to act.

4.11 **Voting Procedures to Address Lack of Unanimity.** When it appears likely that the Coordination Committee will not be able to come to a unanimous decision of Coordination Committee members on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to any or all of the following additional procedures.

(a) **Straw Polls.** Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.

(b) **Provisional Voting.** Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal, but the GSA Representatives or GSA Group Representatives wish to consult with their respective GSA or GSA Group(s) before making a final vote.

(c) A vote shall be delayed if any GSA Representative or GSA Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSA Representative or GSA Group Representative can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.

(d) If the process outlined in Article 4.11(a)-(c) fails to result in a unanimous vote of the GSA Representatives and GSA Group Representatives, any GSA Representative or GSA Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this MOA), so the GSA Representative or GSA Group Representative can obtain clarifying direction from its GSA Group or governing body, or both, as needed.

(e) Each Party acknowledges that time is of the essence with respect to SGMA compliance and GSP implementation and agrees to make its best efforts to cooperate

through the Coordination Committee in coming to a unanimous vote of representatives at a regular or special meeting.

ARTICLE V – APPROVAL BY INDIVIDUAL PARTIES

5.1 Where law or this MOA require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA’s Board of Directors’ meeting to the Secretary of the Coordination Committee.

ARTICLE VI – POWERS RESERVED TO PARTIES

6.1 Nothing in this MOA shall be interpreted to deprive any Party of its right to:

- (a) Act as a GSA within its boundaries;
- (b) Exercise authorities granted to each of the Parties as a GSA under SGMA in a manner consistent with the adopted GSP;
- (c) Exercise authority to implement SGMA and any GSP adopted pursuant to this MOA consistent with the terms and conditions set forth therein; and
- (d) Defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of a GSP developed pursuant to this MOA.

ARTICLE VII – EXCHANGE OF DATA AND INFORMATION

7.1 **Exchange of Data and Information.** The Parties acknowledge and recognize pursuant to this MOA that the Parties will need to exchange data and information among and between the Parties.

7.2 **Procedure for Exchange of Data and Information.**

(a) The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile, or other electronic means to the appropriate representative as named in this MOA. The designated representative shall respond in a reasonably timely manner.

(b) Nothing in this MOA shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.

(c) The Parties agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated water budget.

(d) To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to a request made pursuant to the California Public Records Act for release of information exchanged from another Party shall timely notify the Coordination Committee in writing of its proposed release of information in order to provide the other Parties with the opportunity to seek a court order preventing such release of information.

ARTICLE VIII – MONITORING NETWORK

8.1 In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSA is responsible for the following:

- (a) Operating and maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer (above the Corcoran Clay layer – shallow aquifer, or below the Corcoran Clay layer – deep aquifer) in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

8.2 The minimum monitoring network shall be based on the evaluation performed by the Subbasin-wide GSP consultant and may change from time to time. The Subbasin-wide GSP consultant shall evaluate the monitoring network to ensure:

- (a) There is a proper spatial and temporal coverage to inform a groundwater model;
- (b) The level of monitoring is commensurate with the use in an area (e.g., limited monitoring well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- (c) The network is balanced, so that should an exceedance occur, it is not biased or weighted as a function of a poorly distributed monitoring network.

ARTICLE IX – COORDINATED DATA MANAGEMENT SYSTEM

9.1 The Parties developed and currently maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSP and monitoring network of the Subbasin. After providing the Coordination Committee with data from the individual GSAs, the Plan Manager will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

ARTICLE X – ADAPTIVE MANAGEMENT FRAMEWORK

10.1 The Coordination Committee established a “Adaptive Management Framework” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “C” and incorporated herein by this reference. This Adaptive Management Framework shall be further refined as part of the GSP development and implementation.

10.2 If and when required pursuant to Exhibit “C”, each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the Coordination Committee

10.3 As part of the Adaptive Management Framework, each Party commits to continue to evaluate and implement projects and management actions (“P&MAs”) within its boundaries to reach sustainability in compliance with SGMA.

ARTICLE XI – MODIFICATION OF THIS MOA

11.1 **Addition of a Party.** A Party may be added to this MOA only upon the unanimous vote of Coordination Committee members at a regular or special meeting, the Party’s execution of a counterpart of this MOA, and its provision of any additional documentation required by this MOA. No Party may be added that is not a GSA within the Subbasin or that fails to share in GSP coordinated expenses.

11.2 **Modification or Amendment of this MOA.** The Parties hereby agree that this MOA may be supplemented, amended, or modified only by a writing signed by all Parties.

11.3 **Amendment for Compliance with Law.** Should any provision of this MOA be determined to not be in compliance with legal requirements under circumstances where amendment of the MOA to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and shall not unreasonably withhold approval of such amendment.

ARTICLE XII – WITHDRAWAL, TERM, AND TERMINATION

12.1 **Withdrawal.** A Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA, effective upon one (1) year written notice to the Secretary and all other Parties. The Plan Manager shall report any such withdrawal to DWR and/or the State Water Board within five (5) days of receipt of the written notice.

Any Party who withdraws shall remain obligated for GSP coordinated expenses as provided in a separate Cost Sharing Agreement. If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Party, the Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the MOA prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Parties, and as also may be established under its separate GSA Group agreement, as applicable, concerning such share of obligations.

Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this MOA and is for the express benefit of the remaining Parties.

12.2 **Term; Termination of Coordination Agreement.** This MOA shall take effect on the Effective Date. Provisions requiring compliance with, and implementation of, the GSP, shall become operative and binding upon the adoption of the GSP. Unless modified as provided in Article 11.2 or terminated as provided in Article 12.3, this MOA shall continue for a term that is coterminous with the requirements of SGMA for the existence of the GSP for the Subbasin. At the time the GSP is adopted by all Parties and this MOA is operative and binding upon the Parties, the Coordination Agreement shall automatically terminate.

12.3 **Termination.** This MOA may be terminated or rescinded by the unanimous written consent of all Parties. Nothing in this MOA shall prevent the Parties from entering into a coordination agreement for coordination with any other subbasin.

12.4 **Indemnification.** No Party nor SLDMWA, nor any director, officer or employee of a Party or SLDMWA, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party or SLDMWA under or in connection with this MOA. Each Party shall fully indemnify and hold harmless each other Party and SLDMWA and its agents, directors, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party pursuant to this MOA.

ARTICLE XIII – PROCEDURES FOR RESOLVING CONFLICTS

13.1 In the event of any dispute arising from or relating to this MOA, except for disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this MOA in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points

to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, *et seq.*, and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy.

ARTICLE XIV – GENERAL PROVISIONS

14.1 **Authority of Signers.** The individuals executing this MOA represent and warrant that they have the authority to enter into this MOA and to legally bind the Party for whom they are signing to the terms and conditions of this MOA.

14.2 **Governing Law.** The validity and interpretation of this MOA will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

14.3 **Severability.** Except as provided for cure by amendment in Articles 11.2 and 11.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

14.4 **Counterparts.** This MOA may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

14.5 **Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this MOA and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this MOA.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____

Print Title: _____

EXECUTING NOT AS A PARTY:

Dated: _____

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

Print Name: _____

Print Title: _____

EXHIBIT “A”

Parties to the MOA

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: San Luis Water District, Panoche Water District, Tranquillity Irrigation District, Fresno Slough Water District, Eagle Field Water District, Pacheco Water District, Santa Nella County Water District, Mercy Springs Water District, County of Merced, and County of Fresno)
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera–3 GSA
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. Oro Loma Water District GSA
19. Patterson Irrigation District GSA
20. San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water District, and Columbia Canal Company)

21. Turner Island Water District-2 GSA
22. West Stanislaus Irrigation District GSA 1
23. Widren Water District GSA

EXHIBIT “B”

Coordination Committee Representatives & Participation Percentages

Coordination Committee Representatives		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
3	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	1/7
4	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	Central Delta-Mendota GSA	1/7
5	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA	West Stanislaus Irrigation District	1/7
6	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
7	San Joaquin River Exchange Contractors GSAs Group City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors GSA	1/7

EXHIBIT “C”

ADAPTIVE MANAGEMENT FRAMEWORK FOR THE SUBBASIN

The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the GSAs and the Coordination Committee to review groundwater conditions at least annually and propose revisions to underlying data, methodologies, assumptions, sustainable management criteria, projects, management actions, and other Subbasin-wide coordinated information as necessary to meet changing conditions. Accordingly, the GSAs in the Subbasin establish the following framework for addressing MT exceedances in the SGMA implementation period, as will be further described in the adopted GSP:

1. As a Subbasin-wide Activity, the Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within sixty (60) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the Sustainable Management Criteria (“SMC”), this Review will be done on a regular basis and will be a regular agenda item on the Coordination Committee agendas.

2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds (“MTs”) and interim milestones in the Subbasin GSP.

3. Should GSA activities result in either a) a pattern of data showing a downward trend (towards a MT exceedance), or b) a MT exceedance, the Coordination Committee (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the downward trend or exceedance information to the next Coordination Committee agenda packet. That GSA shall also be provided with a checklist to help evaluate possible causes of the MT downward trend or exceedance.

4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such trend or exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the Coordination Committee to address how the GSA will mitigate any downward trend or exceedance and in what timeframe. The intent is for the Coordination Committee to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the MT exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries and/or that GSA is not operating within its Sustainable Yield (the “Responsible GSA”). At its sole cost and expense, the Responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the Responsible GSA has control over the cause of the MT downward trend or exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the MT exceedance caused injury.

5. If there is a determination by the Subbasin-wide GSP Consultant that any MT downward trend or exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. The Coordination Committee will work with other GSAs to increase existing GSA coordination to remedy the issues causing the downward trend or exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any MT exceedance was caused by a neighboring subbasin, this should be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or exceedance across Subbasin boundary lines (such as water quality issues, subsidence, or depletion of interconnected surface waters) shall be shared amongst the Coordination Committee equally between Coordination Committee members (i.e. 1/7th each). The Coordination Committee will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the downward trends or exceedances.

7. In the event that the GSA is unable to mitigate or avoid future MT exceedances with its existing projects and management actions (“P&MAs”) and within the timeframe presented to the Coordination Committee, the GSA may seek assistance from the Coordination Committee. The Coordination Committee may recommend policies or programs to the GSA that the GSA could, in its discretion, adopt to remedy the existence of a MT exceedance and to avoid undesirable results. Furthermore, the Coordination Committee may consider setting triggers in the GSP for GSAs to implement management actions [e.g., sequencing P&MAs] or work on alternative options.



EXHIBIT “D”

SUBBASIN-WIDE ACTIVITIES

(Initial List)

- Preparation of and submittal of annual reports
- Preparation of annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties
- Plan Manager costs and expenses for the work directed by the Coordination Committee
- Subbasin-wide Consultant costs and expenses, including, but not limited to, collecting information from the Subbasin GSAs, processing technical data, and those identified in Exhibit “C” for the Adaptive Management Framework for the Subbasin
- Preparation of and submittal of five-year updates to the GSP
- Revisions to this MOA
- Subbasin-wide outreach
- Litigation costs for an attorney coordinating the GSAs for litigation filed against the entire Subbasin
- Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or MT exceedance across Subbasin boundary lines

EXHIBIT C

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)

**DEVELOPMENT OF A SINGLE GROUNDWATER SUSTAINABILITY PLAN FOR
THE DELTA-MENDOTA SUBBASIN**

SPECIAL PROJECT AGREEMENT

THIS SPECIAL PROJECT AGREEMENT (this “Special Project Agreement”) is entered into this 24th day of July, 2023 (the “Effective Date”), by and among (i) San Luis & Delta-Mendota Water Authority (the “Authority”); and (ii) the “Special Project Participants” identified on Exhibit “A”, which is attached hereto and incorporated herein by this reference. The Authority and the Special Project Participants may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, in order to efficiently coordinate among the large number of groundwater sustainability agencies (“GSAs”) in the Delta-Mendota Subbasin (“Subbasin”), the GSAs desire to develop and adopt one groundwater sustainability plan (“GSP”) for the Subbasin to support sustainable management of the Subbasin in compliance with the Sustainable Groundwater Management Act (“SGMA”); and

WHEREAS, the purpose of this Special Project Agreement is to provide the contractual basis for its signatories to utilize the resources of the Authority to allow for coordinated access to administrative resources, technical resources, and other services, and to provide mechanisms for sharing the benefits and expenses of obtaining such resources for the purpose of developing a single GSP for the Subbasin to comply with SGMA; and

WHEREAS, the Authority and several of the Special Project Participants—Del Puerto Water District (“DPWD”), Patterson Irrigation District (“PID”), West Stanislaus Irrigation District (“WSID”), Oak Flat Water District (“OFWD”), City of Patterson, Merced County, and Stanislaus County, are also parties to that certain Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, dated August 30, 2021, as amended (“Northern DM SGMA Activity Agreement”); and

WHEREAS, the Authority and several of the Special Project Participants—San Luis Water District (“SLWD”), Panoche Water District, Tranquillity Irrigation District (“TID”), Fresno Slough Water District (“FSWD”), Eagle Field Water District (“EFWD”), Pacheco Water District (“Pacheco WD”), Mercy Springs Water District (“MSWD”), Santa Nella County Water District (“SNCWD”), Fresno County, Merced County, Widren Water District (“Widren WD”), and Oro Loma Water District (“OLWD”), are also parties to that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement, dated November 1, 2018, as amended (the “Central DM SGMA Activity Agreement”); and

WHEREAS, like this Special Project Agreement, a purpose of the Northern DM SGMA

Activity Agreement and the Central DM SGMA Activity Agreement (the “Activity Agreements”), is to provide a contractual basis for its participants to realize coordinated access to the administrative and technical resources of the Authority, and to provide a mechanism for sharing the benefits and expenses of obtaining such resources; and

WHEREAS, Section 16 of each of the Activity Agreements provides that participants may enter into a Special Project Agreement to achieve any of the purposes or activities authorized by the Activity Agreement and to share in the expenses and costs of such activity; and

WHEREAS, pursuant to that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018, entered into by all of the GSAs in the Delta-Mendota Subbasin, Parties that are not Activity Participants, as defined in the Activity Agreements, may enter into a cost sharing agreement with the Authority for the performance of designated functions; and

WHEREAS, the Special Project Participants each desire to enter into this Special Project Agreement with the Authority for the purposes of identifying a methodology for sharing single GSP development expenses, consistent with the Coordination Agreement and as appropriate, the Activity Agreements, and pursuant to the terms described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, in the Coordination Agreement and Activity Agreements, and the above stated Recitals, which are deemed true and correct and incorporated herein, the Parties hereto agree as follows:

1. **Title**. The title of this special project is “Delta-Mendota Subbasin Single GSP Development Project” (the “Special Project”).

2. **Funding Source**. The Authority shall provide accounting and billing services to collect from the Special Project Participants in accordance with this Special Project Agreement, all applicable terms of the Coordination Agreement, and as appropriate, the Activity Agreements.

3. **Funding Shares**. Costs for single GSP development services provided by EKI Environment and Water, Inc. (EKI) will be divided by Special Project Participants based on shares approved by Coordination Committee members at the October 9, 2023 regular meeting of the Coordination Committee. The total approved funding amount for EKI’s services to develop the single GSP is one million four hundred one thousand fifty-two and no/100 dollars (\$1,401,052.00). Additional support and coordination will be provided by Baker, Manock & Jensen, PC and Authority staff with such costs to be split proportionally by all Special Project Participants in compliance with this Special Project Agreement.

4. **Description**. EKI will coordinate gathering and compiling the necessary information and documents to address DWR’s “Inadequate Determination of the Revised 2020 Groundwater Sustainability Plans Submitted for the San Joaquin Valley Basin – Delta-Mendota Subbasin” dated March 2, 2023, in the development of the Special Project. The Parties agree EKI shall serve as the lead for this Special Project, and other consultants employed by GSAs in the Subbasin shall assist by supplying EKI with requested information in as timely a manner as possible. Costs for the work of other GSA consultants shall be the sole responsibility of

employing/contracting GSA.

5. **Participation.** The Authority will assist the Special Project Participants by soliciting and accepting a proposal from EKI. The Authority has previously entered into a master services agreement with EKI. The Authority will provide all administrative services to the Special Project Participants in accordance with the Coordination Agreement and as appropriate, the Activity Agreements. The Parties shall cooperate with each other to achieve the purposes of this Special Project Agreement.

6. **Special Project Expense Share.** The Special Project Participants shall pay, in shares as memorialized in Exhibit “B” attached hereto and incorporated herein by this reference, and as unanimously approved by all Coordination Committee members at the October 9, 2023 regular meeting, all of the expenses and costs of activities performed pursuant to this Special Project Agreement. The Special Project Participants agree that all expenses and costs incurred by the Authority under this Special Project Agreement are the expenses and costs of the Special Project Participants only, and not of the Authority or of any other party not participating in this Special Project.

7. **Participation Obligations.** The Special Project Participants shall hold the Authority, and all Authority members and other third-parties that are not participating in this Special Project Agreement, free and harmless from liability and shall indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from performance of this Special Project Agreement.

8. **Term and Termination.** This Special Project Agreement shall commence upon execution by the Authority and all of the Special Project Participants, and remain in effect for the duration of the single GSP development process and performance of Special Project services. This Special Project Agreement shall terminate at the conclusion of implementation of the Special Project services pursuant to the submittal of a single GSP for the Delta-Mendota Subbasin to the State Water Resources Control Board.

9. **Information Access.** The Special Project Participants shall have reasonable access to all compiled data, draft documents, reports, records and other such information that is developed and submitted to the Authority as a part of the single GSP development.

10. **Interpretation of Documents.** As to matters addressed by this Special Project Agreement, in the event of any conflict or inconsistency between the terms of the Special Project Agreement and Coordination Agreement, or the terms of the Special Project Agreement and the Activity Agreements, this Special Project Agreement shall govern. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them by the Coordination Agreement and/or Activity Agreements.

NOW, THEREFORE, the duly authorized undersigned representatives have executed this Special Project Agreement as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Special Project Agreement as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

Print Name: _____

Print Title: _____

EXHIBIT “A”

Special Project Participants

Special Project Participants	
1	Aliso Water District GSA Aliso Water District GSA
2	Farmers Water District GSA Farmers Water District GSA
3	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA
4	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA
5	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA
6	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA
7	San Joaquin River Exchange Contractors GSAs Group
	San Joaquin River Exchange Contractors GSA

EXHIBIT “B”

Cost-Sharing Allocation

GSA Group	Acres	Allocated %	Scaled Approach	Acreage (%)
San Joaquin River Exchange Contractors GSA	291,069	16.70%	\$233,976	38.17%
Central Delta-Mendota GSAs Group	163,787	16.70%	\$233,976	21.48%
Northern Delta-Mendota GSAs Group	152,140	16.70%	\$233,976	19.95%
Grassland GSAs Group	104,137	15.20%	\$212,960	13.66%
Aliso Water District GSA	26,636	12.70%	\$177,934	3.49%
Fresno County Management Area A and B GSAs Group	22,519	11.00%	\$154,116	2.95%
Farmers Water District GSA	2,214	11.00%	\$154,116	0.29%
Total	762,502	100.00%	\$1,401,052	

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KEVIN W. SMITH, CHIEF OF POLICE
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE QUOTES SUBMITTED BY JIM MANNING DODGE AND COOK'S COMMUNICATIONS AND AUTHORIZING THE PURCHASE OF THREE VEHICLES FOR THE POLICE DEPARTMENT
DATE: FEBRUARY 27, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-10 approving the quotes submitted by Jim Manning Dodge and Cook's Communications and authorizing the purchase of three vehicles for the Police Department?

BACKGROUND

Since July 2023, City staff have researched the purchase of new police patrol vehicles to replace two 2015 Ford Police Interceptors and one 2019 Dodge Charger. The Mendota Police Department currently utilizes these vehicles, however, their mileage is high and their suspensions are worn. Repair costs to maintain these aging vehicles are very high.

Many makes and models of police patrol vehicles remain very difficult to acquire since the onset of the COVID-19 Pandemic. The Dodge Durango is currently one suitable, safe emergency vehicle that is available for purchase. Generally, police vehicles are subject to strict specification, necessary standardization, and quality considerations that render them difficult to obtain, even in the absence of the ongoing supply chain effects caused by the COVID-19 Pandemic. (See Mendota Municipal Code, § 2.48.090, subd. (E).) In light of these obstacles, competitive bidding is not required for this purchase.

ANALYSIS

The City's Police Chief conducts an ongoing evaluation and assessment of the City's police vehicle fleet based on mileage, age, and maintenance needs. Vehicles assigned to patrol operations remain in service for an average of five years or 80,000 miles. Administrative vehicles serve an average of seven years.

Staff seeks to replace three (3) Public Safety vehicles that have reached the end of their useful life through the City's replacement process. Staff recommend purchasing three vehicles from Jim Manning Dodge in Dinuba, California based on the city's bidding process. Staff requested proposals from three different vehicle suppliers. The three suppliers responded, with Jim Manning Dodge of Dinuba, California being the lowest responsible bidder. Jim Manning has agreed to a total price of \$146,582.88 with tax and license fees.

Jim Manning Dodge: \$49,823.23 per Durango;
\$46,936.42 per Ram Truck;
Total for all 3 vehicles: \$146,582.88

Elk Grove Auto: \$51,465 per Durango;
No quote provided for the Ram Truck;
Total for 2 Durangos: \$102,930.00

Watsonville (National Auto Fleet): \$48,890 per Durango;
\$51,610 per Ram Truck;
Total for all 3 vehicles: \$149,390.00

FISCAL IMPACT

Staff requested proposals from three different vehicle suppliers. Jim Manning Dodge of Dinuba, California was the lowest responsible bidder. Jim Manning agreed to a total price of \$146,582.88 with tax and license fees.

It should be noted that the purchase of three Ford Police Interceptors was included in the 2023-2024 fiscal budget for \$190,000.00. These vehicles are not currently available for purchase, and have remained difficult, if not impossible, to obtain since the onset of the COVID-19 Pandemic.

Cooks Communication of Fresno agreed to the upfit cost of both Dodge Durangos. The cost per Dodge Durango is \$21,387.83. The total upfit cost for the two Durangos is \$42,775.66. Cooks Communication is the only local vendor for this kind of service.

The total cost for the three Vehicles and to upfit the two Durangos is **\$189,358.54**

The purchase and upfit costs of said vehicles will be entirely funded from the City’s General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-10, approving the quotes submitted by Jim Manning Dodge and Cook’s Communications and authorizing the purchase of three vehicles for the Police Department.

Attachments:

1. Price quote from Jim Manning Dodge
2. Price quote from Cook’s Communications
3. Resolution No. 24-10

Jim Manning Dodge, Inc.

194 W. Tulare St. Dinuba, CA 93618
Contact: **Manuel Calvillo** (559) 591-4910
manuelcalvillo@sbcglobal.net

To: City of Mendota Police Dept.

02/13/2024

As per your request I am submitting this vehicle order quote for your consideration.

This quote is for the order and purchase of one **New 2024, Dodge, Durango Pursuit, 5.7L V-8, Black Exterior Color.**

Durango Unit Price **\$45,577.00**

Sales Tax 9.225% **4,204.48**

DMV e-File fee **33.00**

CA Tire Tax **8.75**

Total Cost **\$49,823.23 (per unit)**



Jim Manning Dodge, Inc.

194 W. Tulare St. Dinuba, CA 93618
Contact: **Manuel Calvillo** (559) 591-4910
manuelcalvillo@sbcglobal.net

To: City of Mendota Police Dept.

02/14/2024

As per your request I am submitting this vehicle order quote for your consideration.

This quote is for the order and purchase of one **New 2024, RAM, 1500, SSV, 5.7L V-8, Black Exterior Color.**

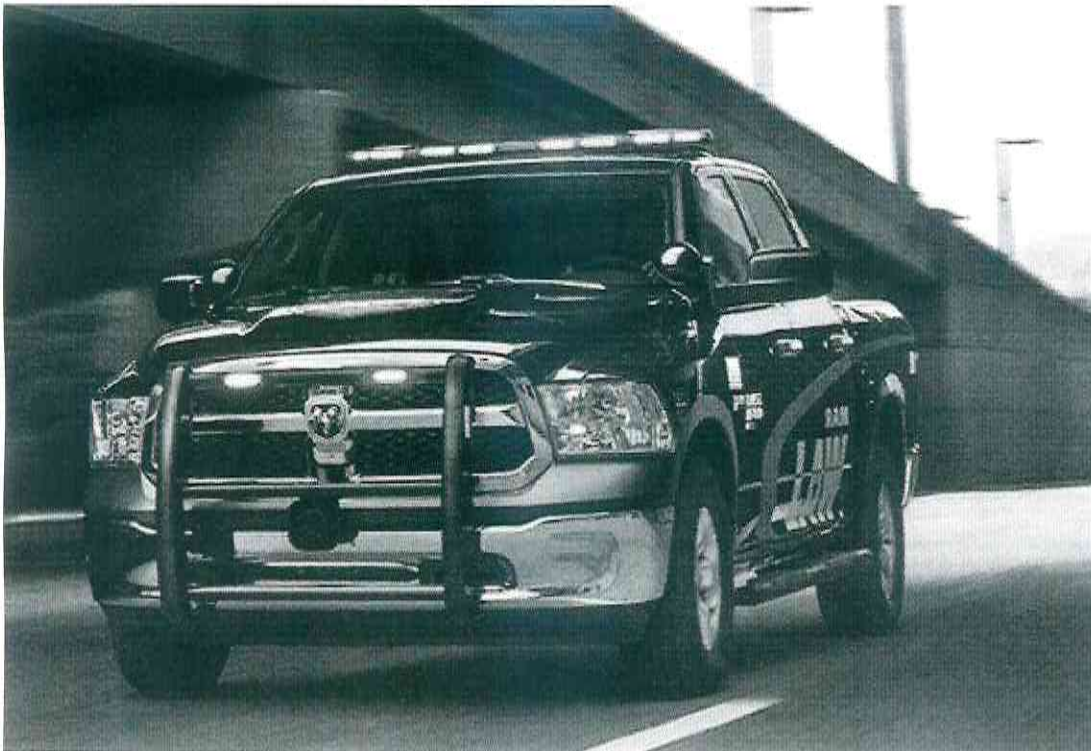
Durango Unit Price **\$42,934.00**

Sales Tax 9.225% **3,960.67**

DMV e-File fee **33.00**

CA Tire Tax **8.75**

Total Cost **\$46,936.42**





160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: MENDOTACITY
Quote No.: 14682

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Ship To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Phone: (559) 655-3291
Fax: (559) 655-4064

Phone:
Email:

Date	Ship Via	F.O.B.	Terms	
02/13/24	Up-Flt Shop	Origin	Net 30	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		03/14/24
Quantity Required	Item Number	Description	Unit Price	Amount

2024 DODGE DURANGO
PATROL BUILD
UNIT# TBD 1

LIGHTING ANS SIREN
****EQUIPMENT****

FEDERAL SIGNAL
PROMO PACKAGE

1	VALR51J	Federal Signal 51" Valor 2 Color LightbarBar. SPECIY CONFIG 1669746757	3031.00	3031.00
1	HKB-DUR11	Fed Sig Hook Kit fits '11-'22 Dodge Durango	0.00	0.00
1	PF200S17B	Federal Signal Pathfinder 200W Siren Amp with 17 Button Remote Controller	1302.00	1302.00
1	OBD CABLE25-DGCAN	Fed Sig OBD Install Cable fits Dodge Charger	137.00	137.00
1	ES100C	Federal Signal 100 watt Siren Speaker	0.00	0.00
1	ESB-U	Universal Siren Bracket for ES100 Siren	0.00	0.00
1	EXPMOD24	Fed Sig Expansion Module 24 Channel *****	265.00	265.00
1	BK0802DUR21	INTEGRATE OEM HEADLIGHT & TAILLIGHT FLASHER MISC HARDWARE Setina PB450L4 Push Bumper w/4 FedSig Micropulse Lights fits '21+ Dodge Duragno	991.00	991.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: MENDOTACITY
Quote No.: 14682

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Ship To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Phone: (559) 655-3291
Fax: (559) 655-4064

Phone:
Email:

Date	Ship Via	F.O.B.	Terms	
02/13/24	Up-Flt Shop	Origin	Net 30	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		03/14/24
Quantity Required	Item Number	Description	Unit Price	Amount
1	CC-21DUR-0814	2021+ Durango 22" Vehicle specific console: 8" slope, 14" level area, relocates OEM USB ports	647.00	647.00
1	AC-TB-ARMMNT-58	Troy Side Mount Arm Rest Rotoates 360' & Flips Up	170.00	170.00
1	AC-INBHG	Troy 4" Dual Beverage Holder	51.00	51.00
1	CM-SDMT-SL-LED	Troy Heavy Duty Sliding Docking Station/Laptop Mount System Old p/n CM-SDMT-SL-GJ30	471.00	471.00
1	DS-PAN-1112	Havis Docking Station for CF33 2-n-1 Laptop Includes power supply	1119.00	1119.00
1	GM-SGRF-MNT	Troy Dual Weapon Rack Adjustable. No Locks	282.00	282.00
1	SC-1	Gun lock for 870	125.00	125.00
1	SC-6	Santa Cruz Universal Gun Lock for Extra Large Weapons. Specify Key Type. Old p/n SC5-XL	202.00	202.00
1	G5021UT-V	ProGard Weapon Rack 870 w/ Pistol Grip & Side Saddle	354.00	354.00
1	TP-E-SF1-US-SS	Troy Straight Frame Space Maker Partiton. Sliding Win fits FPI Sed.&Utility+Charg	916.00	916.00
1	PM-21DUR	Troy Partion Mount Klit '21 Dodge Durango	0.00	0.00
1	KP-SM-DURBF-SS	Troy Kick Panel for Straight Frame SM Partiton fits '18 Dodge Durango	191.00	191.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: MENDOTACITY
Quote No.: 14682

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Ship To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Phone: (559) 655-3291
Fax: (559) 655-4064

Phone:
Email:

Date	Ship Via	F.O.B.	Terms	
02/13/24	Up-Flt Shop	Origin	Net 30	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		03/14/24
Quantity Required	Item Number	Description	Unit Price	Amount
1	AC-DUR18-HATCH	2018-21+ Durango SSV hatch window screen; Square-hole punched	152.00	152.00
1	TP-DUR18-RL	Troy Rear Partiton w/Poly fits '18+ Dodge Durango	637.00	637.00
COMMUNICATIONS EQUIPMENT				
1	NX-5700BK	Kenwood 50 watt, 1024CH 136-174MHz, RF Deck 3 Year Warranty	614.00	614.00
1	NX-5800BK	Kenwood 50 watt, 1024CH 450-520MHz, RF Deck 3 Year Warranty	614.00	614.00
2	KWD-5004MR	Kenwood License Key for Multiple RF Decks	0.00	0.00
1	5AFMM-MR	Kenwood NX5000 Dual Deck Single Head Dual Speaker Remote Mount Kit	1064.00	1064.00
2	RFU505ST	PL259 For RG58	10.00	20.00
2	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	94.00	188.00
1	MMSU-1	Magnetic Mic Conversion Kit	42.00	42.00
MISC INSTALLATION PARTS				
1	AC-MCM1	Troy Mic Clip	15.00	15.00
1	5029B-BSS	12 Circuit Water Resistant Fuse Block w/Cover	42.00	42.00
1	5029 FPI MNT BRKT	Mounting Bracket for 5029 Fuse Block. Fits '13 FPI Utility	50.00	50.00
1	7189B-BSS	Bussman 150amp	47.00	47.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: MENDOTACITY
Quote No.: 14682

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Quote To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Ship To: **City of Mendota**
643 Quince St
Mendota, CA 93640

Phone: (559) 655-3291
Fax: (559) 655-4064

Phone:
Email:

Date	Ship Via	F.O.B.	Terms
02/13/24	Up-Flt Shop	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	03/14/24

Quantity Required	Item Number	Description	Unit Price	Amount
		Resettable Circuit Breaker		
2	5080	Relay	14.00	28.00
1	7615B-BSS	Blue Seas Solenoid/Timer. 120amp 12vdc	123.00	123.00
1	NUS-2X	Nu-Tech Roof Entry Port	25.00	25.00
2	NONSTOCK	Non-Stock Inventory DODGE DURANGO EQUIPMENT MOUNTING BRACKETS	75.00	150.00
1	MATERIALSFEE3	Installation Material Bundle	400.00	400.00
1	SEATDISPOSAL	Seat Disposal Fee Fee will be waived if seat is picked up at time of vehicle pick up.	25.00	25.00
31.500	LAISREG	Shop Installation 23 DODGE DURAGO UNIT# TBD Lic# VIN#	160.00	5040.00
			Subtotal	19530.00
			Freight charges	650.00
			Sales tax @ 8.35000%	1207.83
			Total	21387.83

We appreciate your continued patronage

Thank You

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

RESOLUTION NO. 24-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE QUOTES SUBMITTED BY JIM MANNING DODGE AND COOK'S COMMUNICATIONS AND AUTHORIZING THE PURCHASE OF THREE VEHICLES FOR THE POLICE DEPARTMENT

WHEREAS, the Mendota Police Department ("MPD") currently uses different makes and models of vehicles for its Police Officers and these vehicles are used for patrolling the City of Mendota ("City"); and

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

WHEREAS, MPD intends to purchase two (2) 2024 Dodge Durango Police Utility Vehicles and one (1) 2024 RAM 1500 ("Vehicles"); and

WHEREAS, these Vehicles are essential for the efficient operations of MPD; and

WHEREAS, the costs associated to the Vehicles are completely funded through the City's General Fund; and

WHEREAS, City staff requested quotes from three (3) different vehicle suppliers, and all three (3) suppliers were responsive with Jim Manning Dodge being the lowest responsible bidder; and

WHEREAS, City staff received a quote from Cook's Communications, who is the only local, sole source for police safety upfitting, for upfitting the Vehicles.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council approves the quotes submitted by Jim Manning Dodge and Cook's Communications and authorizes the purchase and upfitting of the Vehicles for MPD.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute all documents required to purchase and upfit the Vehicles.

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 27th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPOINTMENT OF MENDOTA RESIDENTS TO THE PLANNING COMMISSION
DATE: FEBRUARY 27, 2024

ISSUE

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

BACKGROUND

The Mendota Planning Commission recently had an unexpected vacancy of a regular position. In accordance with Mendota Municipal Code (“MMC”) Section 2.36.080, the Alternate Planning Commissioner was appointed to fill the remainder of the vacated position. As a result, the Planning Commission currently has one (1) vacant position (an alternate position), and the term of the position runs through January 31, 2025.

A notice (attached to this report) was posted on December 15, 2023, notifying the public of the unscheduled vacancy, the terms of the available office for appointment, the location of the application that is required to be completed, and the application deadline (which was January 16, 2024, by 5pm).

ANALYSIS

One (1) application was received by the deadline for the available Alternate Planning Commissioner position. The individual who applied is Alicia Escobedo and her application is attached. Pursuant to MMC sections 2.36.020 and 2.36.080, the Mayor selects individuals to appoint to the Planning Commission subject to majority approval of the City Council.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that Mayor Martinez selects Ms. Escobedo for appointment to the Alternate Planning Commissioner position, and the City Council votes to approve the appointment.

Attachments:

1. Notice of Commission Vacancy
2. Application of Alicia Escobedo



CITY OF MENDOTA

“Cantaloupe Center Of The World”

CITY OF MENDOTA NOTICE OF COMMISSION VACANCY

Maddy Act Compliance - California Government Code Sections 54970-54974

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

PLANNING COMMISSION

(Applications are due by 5:00 p.m. on Tuesday, January 16, 2024)

Commissioner Albert Escobedo	Appointed: January 2023	Expires: January 31, 2027
Commissioner Alex Garcia	Appointed: January 2023	Expires: January 31, 2027
Commissioner Jose Gutierrez	Appointed: December 2023	Expires: January 31, 2025
Commissioner Joshua Perez	Appointed: January 2021	Expires: January 31, 2025
Commissioner Jessica Sanchez	Appointed: January 2021	Expires: January 31, 2025
Alt. Commissioner - VACANT		Expires: January 31, 2025

Planning Commission Qualifications

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

Dated: December 15, 2023

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing Special Public Notice, was posted on the outside bulletin board located at City Hall, 643 Quince Street on Friday, December 15, 2023 at 10:30 a.m.



Celeste Cabrera-Garcia, City Clerk



City of Mendota
 643 Quince Street
 Mendota, California 93640
 Phone: (559) 655-3291 ♦ Fax: (559) 655-4064

DEC 18 2023

APPLICATION FOR MEMBERSHIP ON A COMMISSION

INSTRUCTIONS: Applications should be filled out completely so that the City Council may fully evaluate your qualifications. Return your completed application and any necessary documents to Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

Eligibility requirements may vary depending on the Commission that you are applying for. For a list of qualifications please visit the City of Mendota's website at www.cityofmendota.com or visit Mendota City Hall at 643 Quince Street, Mendota, CA 93640.

APPLICANT INFORMATION	
Name:	Alicia Escobedo
Address:	[REDACTED]
Cell Phone:	[REDACTED]
Home Phone:	[REDACTED]
Email:	[REDACTED]
Current Occupation:	Admin Assistant
Years as a Mendota resident:	29
Please check which commission you are applying for:	
<input checked="" type="radio"/> Planning Commission	<input type="radio"/> Recreation Commission
<input type="radio"/> Other:	
Are you a member of any other boards, commissions, or committees in the City of Mendota, including those overseen by other agencies and organizations?	
	<input type="radio"/> No <input checked="" type="radio"/> Yes
If yes, please provide list: Recreation Committee	
State your education background:	
High school diploma	
OTHER INFORMATION	
<i>Please answer all questions completed. Attach an additionally sheet, if necessary.</i>	
Please state how your experience (personal, education, professional) will allow you to effectively serve on the commission:	
I am an active parks and recreation commissioner. I am also an active community member. I volunteer a lot at the westside youth center. I've also put a Halloween maze together for the community.	
Please state why you are interested in becoming a commissioner:	
I would like to help the city of Mendota move forward and see new businesses come to Mendota.	

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KEVIN SMITH, CHIEF OF POLICE
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING THE PLACEMENT OF SPECIAL ASSESSMENTS ON THE 2024-2025 TAX ROLL FOR 2023 NUISANCE ABATEMENT COSTS
DATE: FEBRUARY 27, 2024

ISSUE

Should the City Council adopt Resolution No. 24-11, authorizing the placement of special assessments on the 2024-2025 tax roll for 2023 nuisance abatement costs?

BACKGROUND

In 2023, the Code Enforcement Department (the “Department”) forcibly abated one (1) property located at 731 Juanita Street (APN: 013-075-11) who failed to maintain the property by removing weeds and other flammable vegetation in violation of Mendota Municipal Code (“MMC”) Section 8.20.050. Prior to the property being forcibly abated by the City of Mendota (“City”), the Department provided a first initial notice and a second courtesy notice to the property owner of record. Following the second notice, the Department checked the property for compliance and the property was still in violation of the MMC. The Department then notified the property owner that the City would proceed with the forced abatement if the property failed to comply by serving a notice and order to abate the nuisance conditions on the property. The property was forcibly abated on July 10, 2023, after the Department obtained a warrant from the Fresno County Superior Court.

ANALYSIS

The resolution that is attached to this staff report includes the cost that will be assessed to the property in question to recover costs that the City incurred through the abatement proceedings. The Cost Report and Summary attached to the resolution was submitted and filed with the City Clerk and provides a breakdown of the abatement costs.

In accordance with MMC section 8.20.150, a notice of this public hearing was posted on the property, mailed to the property owner, and posted on the kiosk outside City Hall. The notice that was mailed out to the property owner detailed the amount that is owed, notified them that they have the ability to pay the abatement costs prior to the assessment, and outlined that they can submit a written or oral protest before or during the public hearing.

MMC section 8.20.150, subdivision (a), provides, “At the time fixed for the hearing on the statement of costs, the city council shall consider the statement and protests or objections raised by the person liable to be assessed for the cost of the abatement. The city council may revise, correct or modify the statement as it considers just and thereafter shall confirm the statement by

council resolution.” MMC section 8.20.150, subdivision (b), provides, “If the property owner does not pay the cost of abating the nuisance within thirty (30) days after the city council confirms the cost of abatement the cost shall constitute a lien upon the real property and shall be collected as a special assessment against the real property.”

Staff recommends that the City Council discuss the item, invite members of the public to comment on the matter, and consider the attached resolution for adoption. Once the City Council adopts the resolution, staff will be able to move forward with placing the abatement assessment listed in the Cost Report and Summary on the 2024-2025 Fresno County property tax roll.

FISCAL IMPACT

Approximately \$3,140.63 will be recovered by the City once the abatement assessment is placed on the 2024-2025 property tax roll and collected.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-11, authorizing the placement of special assessments on the 2024-2025 tax roll for 2023 nuisance abatement costs.

Attachments:

1. Resolution No. 24-11
2. Exhibit “A” – Cost Report and Summary

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

RESOLUTION NO. 24-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA
AUTHORIZING THE PLACEMENT OF SPECIAL ASSESSMENTS ON THE 2024/2025
PROPERTY TAX ROLL FOR 2023 NUISANCE ABATEMENT COSTS**

WHEREAS, pursuant to Mendota Municipal Code (“MMC”) Chapter 8.20, the City of Mendota (“City”) served due process on Property Owners (the “Owners”) notifying and ordering them to abate public nuisances on their properties (the “weed abatement notices”); and

WHEREAS, these weed abatement notices and accompanying order to abate were posted and/or mailed to all Owners as required by MMC sections 8.20.070 and/or 8.20.080; and

WHEREAS, these weed abatement notices also informed the property owners that the failure to comply within the specified time for abatement would result in administrative abatement at the property owner’s expense; and

WHEREAS, the Owners of the property identified below failed to abate the public nuisance conditions on their property after receiving notice by the City ordering them to do so; and

WHEREAS, thereafter, the City obtained a nuisance abatement warrant from the Fresno County Superior Court for the property, posted the warrant at the property, and forcibly abated the respective public nuisances in compliance with the applicable sections of the California Civil Code and MMC Chapter 8.20, entitling the City to reimbursement for said abatement costs incurred which are not based on property valuation (the “Cost Report and Account”); and

WHEREAS, pursuant to MMC section 8.20.150, notices were provided to the Owners of the property identified below, informing them that they may protest or object to the Cost Report and Account before the City Council at a public hearing to be held on February 27, 2024; and

WHEREAS, the City Council of the City of Mendota conducted said public hearing on February 27, 2024, and, upon conclusion of the hearing, by motion, allowed or overruled any or all objections to the Cost Report and Account.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the costs reflected in the Cost Report and Account attached hereto as Exhibit “A.”

BE IT FURTHER RESOLVED, that, if the Owners fail to pay these costs within thirty (30) days of this confirmation, the respective costs shall constitute a lien upon the real property, and the City Council hereby authorizes the placement of said abatement expenses on the tax roll, as provided in MMC sections 8.20.130, 8.20.140, 8.20.150, and 8.20.155, of each individual parcel as an assessment to be collected on the annual tax assessment bill as follows:

<u>APN</u>	<u>FEE</u>
013-075-11	\$3,140.63

BE IT FURTHER RESOLVED, that the City Clerk, or her designee, is hereby authorized to make all necessary adjustments to the tax roll to accurately reflect the unpaid costs due to the City prior to recording this Resolution with the Fresno County Recorder's Office.

BE IT FURTHER RESOLVED, that the abated weeds, grasses, dead trees, dead shrubs, and waste matter constituted a public nuisance and, on that basis, were abated by the City in accordance with Chapter 8.20 of the Mendota Municipal Code.

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 27th day of February, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

City of Mendota
2023 Weed Abatement
Cost Report and Account Summary

Exhibit A

1. APN: 013-075-11 731 Juanita Street.

Fees:	Types	
Tractor Disking	A	\$1,500.00
Mobilization	A	\$0.00
Manual Labor	A	\$0.00
Debris Remediation	A	\$0.00
Administrative Fee	A	\$200.00
Legal Assessment Fee	A	\$1,097.33
Code Enforcement Fees	A	\$118.30
Miscellaneous Fees Per Parcel	B	\$225.00
Total:		\$3,140.63

Grand Total of Assessments: \$ 3,140.63

Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: February 6, 2024

Engineering Projects:

1. Rojas Pierce Park:
 - Working with County for CDBG funding for Phase 3: Restroom & Concession Building
2. Well 10 and Water Main Relocation
 - Construction documents will be finished this month; coordination with USBR and BB Limited and potential to bid and construct this spring
3. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Fall 2024
4. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
5. Mendota Stormwater Improvement Project
 - Prop 68 UFGP funded: Construction began in August
 - Construction to be completed this month
6. Derrick & Oller Roundabout
 - CEQA & NEPA completed
 - 100% Construction Documents reviewed by Caltrans
 - Construction anticipated in Spring/Summer 2024
7. Westside Water Tank & Booster Pump
 - ARPA funded design in progress
 - Construction anticipated in Fall 2024
8. 5th & Quince Street Reconstruction:
 - Design in progress
 - Construction funded with STBG funds in FFY 23/24
9. Fleming & McCabe Street Reconstruction:
 - Construction funded with SB1 funds is complete
10. Amador & Smoot Extension:
 - Design in progress
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24
 - Coordinating with WWD for easement/right-of-way
11. 2024 Local Street Reconstruction:
 - Includes segments of Tule Street, Quince Street & Jennings Street
 - Design to start in February/March 2024
 - Construction funded with SB1 funds in fall 2024

Planning/Development Projects

1. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
 - Providing legal descriptions of land for WWD use in consent agreement with USBR
2. Housing Element Update
 - HCD has provided formal comments on its first review of the City's 6th Cycle Housing Element. The consultant is revising the document accordingly.
4. Airport Reuse
 - Request of closure sent to Caltrans and FAA
 - Phase 1 of Land Use planning in progress
5. Proposed Residential Developments
 - Working with applicants to submit and process SB9 residential parcel maps
 - Discussing a General Plan amendment and rezone for a small apartment project near Derrick Avenue
 - PC and CC to look at abandonment of a tiny segment of unused alley at Jenning/9th followed by SB9 parcel map
6. Emmanuel Outreach Center
 - Talking to architect about site plan and conditional use permit

Grant Applications:

1. Triangle Park & Pool Park:
 - Assisted in various Grant applications for both parks
2. Marie Street Reconstruction:
 - Application for \$2.25 million in CMAQ funding submitted to FCOG for competitive call for projects
3. Divisadero Street Reconstruction:
 - Application for \$985,000 in STBG funding submitted to FCOG for competitive call for projects & was awarded; Design to start in February/March 2024

On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to Assistant City Manager for grant obligations & opportunities
4. Coordination with USACOE for Panoche Creek flood study
5. Following up with FAA for airport closure

Overall P&P Staff engaged (month of January):

- Engineers: 6
- Planners: 5
- Surveyors: 2
- Environmental Specialist: 0
- GIS/CAD Specialists: 2
- Construction Manager: 1
- Project Administrator: 5

Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost
NTP – Notice to Proceed
CUCCAC – California Uniform Construction Cost Accounting Commission
STBG – Surface Transportation Block Grant
CMAQ – Congestion Mitigation and Air Quality (grant)
ATP – Active Transportation Plan (grant)
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)
FCOG – Fresno Council of Governments
ADA – Americans with Disabilities Act
DBE – Disadvantaged Business Enterprise
TTC – Technical Transportation Committee (through FCOG)
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies

**Animal Control
Monthly Log**

January 2024

LOCATION	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	OFFICER	DOG DISPOSITION & DATE	CASE DISPOSITION	OFFENSE	FINE
DIVISADERO ST/LOLITA ST	1/1/2024	ANIMAL COMPLAINT	GERMAN SHEPPARD	UNK		NO	G. ALCAZAR	RETURNED TO OWNER	WARNING	N/A	\$0.00
766 1ST	1/1/2024	LOST/FOUND ANIMAL	CHIHUAHUA/DOXON MIX	UNK		NO	G. ALCAZAR	DOG IS LOST	NECESSARY ACTION TAKEN	N/A	\$0.00
2ND ST/BASS AVE	1/3/2024	PUBLIC HAZARD	1144 DOG	UNK	UNK	NO	G. ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
1000 AIRPORT BLVD	1/3/2024	LOST/FOUND ANIMAL	PHONE CALL	UNK	UNK	NO	G. ALCAZAR	N/A	NECESSARY ACTION TAKEN	N/A	\$0.00
7TH ST/LOLITA ST	1/4/2024	ANIMAL COMPLAINT	3 CHIHUAHUAS	UNK	UNK	YES	G. ALCAZAR/A. NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
1000 AIRPORT BLVD	1/4/2024	LOST/FOUND ANIMAL	PHONE CALL	UNK	UNK	NO	G. ALCAZAR	N/A	NECESSARY ACTION TAKEN	N/A	\$0.00
121 BELMONT AVE	1/4/2024	ANIMAL COMPLAINT	GERMAN SHEPPARD	MALE	UNK	NO	G. ALCAZAR	N/A	NECESSARY ACTION TAKEN	N/A	\$0.00
803 S DERRICK AVE	1/4/2024	LOST/FOUND ANIMAL	2 SMALL DOGS	UNK	UNK	YES	G. ALCAZAR/A. NAVARRO	DOG POUND	COMPLETE	N/A	\$0.00
1246 BELMONT AVE	1/5/2024	ANIMAL COMPLAINT	INJURED DOG	UNK	UNK	NO	R. PENA/Y. SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
OLLER ST/4TH ST	1/7/2024	PUBLIC HAZARD	1144 DOG	UNK	UNK	NO	Y. SANDOVAL/R. PENA	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
997 QUINCE ST	1/8/2024	ANIMAL COMPLAINT	1 LARGE DOG	FEMALE	UNK	YES	A. NAVARRO/G. ALCAZAR	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
1957 JENNINGS ST	1/9/2024	ANIMAL COMPLAINT	2 DOGS	UNK	UNK	NO	G. ALCAZAR	UNABLE TO LOCATE	NECESSARY ACTION TAKEN	N/A	\$0.00
340 J ST	1/9/2024	ANIMAL COMPLAINT	1 DOG	UNK		NO	G. ALCAZAR	RETURNED TO OWNER	WARNING	N/A	\$0.00
605 BASS AVE	1/10/2024	ANIMAL COMPLAINT	1 DOG	UNK	UNK	YES	A. NAVARRO/G. ALCAZAR	DOG POUND	COMPLETE	N/A	\$0.00
1909 JENNINGS ST	1/10/2024	PUBLIC HAZARD	1 DOG	UNK	UNK	YES	G. ALCAZAR	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
1258 BELMONT AVE	1/11/2024	ANIMAL COMPLAINT	1 DOG	UNK	UNK	YES	G. ALCAZAR/Y. SANDOVAL	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
906 JENNINGS	1/12/2024	PUBLIC HAZARD	3 DOGS	UNK	UNK	NO	R. PENA/Y. SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
906 JENNINGS ST	1/15/2024	ANIMAL COMPLAINT	4 DOGS	UNK		NO	G. ALCAZAR	RETURNED TO OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
605 BASS AVE	1/15/2024	ANIMAL COMPLAINT	1 DOG	UNK	UNK	NO	A. NAVARRO	RETURNED TO OWNER	CANCELLED	N/A	\$0.00
906 JENNINGS	1/16/2024	ANIMAL COMPLAINT	SEVERAL DOGS	UNK	UNK	NO	G. ALCAZAR/A. NAVARRO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
9TH ST/MARIE ST	1/17/2024	ANIMAL COMPLAINT	1 DOG	UNK	UNK	NO	G. ALCAZAR	UNABLE TO LOCATE	REPORT TO FOLLOW	N/A	\$0.00
273 MARIE ST	1/18/2024	ANIMAL COMPLAINT	1 DOG	UNK	UNK	NO	A. NAVARRO/G. ALCAZAR	CONTAINED BY OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
1000 AIRPORT BLVD	1/18/2024	LOST/FOUND ANIMAL	1 BLACK HUSKY/GERMAN SHEP MIX/ BLUE/BROWN EYES	UNK		NO	Y. SANDOVAL	LOST	NECESSARY ACTION TAKEN	N/A	\$0.00
7TH ST/UNIDA ST	1/18/2024	ANIMAL COMPLAINT	1144 CAT	UNK	UNK	NO	G. ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
1025 PUCHEU ST	1/18/2024	PUBLIC HAZARD	1 DOG	MALE		YES	R. PENA/Y. SANDOVAL	DOG POUND/QUARANTINE	REPORT TO FOLLOW/CITED	N/A	\$100.00
1745 JENNINGS ST	1/20/2024	PUBLIC HAZARD	1 DOG	MALE		YES	R. PENA/Y. SANDOVAL	DOG POUND/QUARANTINE	REPORT TO FOLLOW/CITED	N/A	\$100.00
973 QUINCE ST	1/21/2024	PUBLIC HAZARD	1 DOG	MALE	UNK	YES	R. PENA/Y. SANDOVAL	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
PUCHEU ST/BELMONT AVE	1/22/2024	PUBLIC HAZARD	1144 CAT	UNK	UNK	NO	G. ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
1883 7TH ST	1/22/2024	PUBLIC HAZARD	2 DOGS	UNK	UNK	NO	G. ALCAZAR	UNABLE TO CONTAIN	NECESSARY ACTION TAKEN	N/A	\$0.00
1258 BELMONT AVE	1/23/2024	ANIMAL COMPLAINT	3 DOGS	UNK	UNK	NO	A. NAVARRO/G. ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
1258 BELMONT AVE	1/23/2024	ANIMAL COMPLAINT	3 DOGS	UNK	UNK	YES	G. ALCAZAR	DOG POUND X2	NECESSARY ACTION TAKEN	N/A	\$0.00
379 KATE ST	1/23/2024	ANIMAL COMPLAINT	1 DOG	UNK		NO	G. ALCAZAR	RETURNED TO OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
1266 7TH ST	1/24/2024	LOST/FOUND ANIMAL	1 DOG	UNK	UNK	YES	G. ALCAZAR	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
8TH ST/OLLER ST	1/24/2024	PUBLIC HAZARD	1144 DOG	UNK	UNK	NO	G. ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
251 MCCABE AVE	1/25/2024	PUBLIC HAZARD	2 DOGS	F/M		YES	G. ALCAZAR/Y. SANDOVAL/A. NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$700.00
350 SORENSEN AVE	1/26/2024	PUBLIC HAZARD	1 DOG	UNK	UNK	NO	R. PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
240 GONZALEZ ST	1/27/2024	ANIMAL COMPLAINT	7 PUPPIES	UNK		NO	R. PENA/Y. SANDOVAL	WITH OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
775 1ST	1/28/2024	ANIMAL COMPLAINT	2 DOGS	UNK		NO	R. PENA	CONTAINED BY OWNER	REPORT TO FOLLOW	N/A	\$0.00
1258 BELMONT AVE	1/29/2024	ANIMAL COMPLAINT	1 DOG	UNK	UNK	NO	G. ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
204 LOCUST AVE	1/29/2024	ANIMAL COMPLAINT	5 STRAY DOGS	UNK	UNK	NO	R. PENA/Y. SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
1258 BELMONT AVE	1/30/2024	ANIMAL COMPLAINT	5 DOGS	UNK	UNK	NO	G. ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
718 JUANITA ST	1/30/2024	ANIMAL COMPLAINT	1 DOG	UNK		NO	G. ALCAZAR	CONTAINED BY OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
204 LOCUST AVE	1/31/2024	ANIMAL COMPLAINT	4 DOGS	UNK	UNK	NO	G. ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
8TH ST/QUINCE ST	1/31/2024	ANIMAL COMPLAINT	1 DOG	UNK		NO	G. ALCAZAR	RETURNED TO OWNER	WARNING	N/A	\$0.00
TOTAL:											\$900.00

**Code Enforcement
Monthly Log**

January 2024

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	OFFICER	STATUS	FINE AMOUNT
1147 PUCHEU ST	VEHICLE CHECK	1/1/2024	N/A	G. ALCAZAR	CITED	\$90.00
DIVISADERO ST/I ST	VEHICLE CHECK	1/1/2024	N/A	G. ALCAZAR	WARNING	\$0.00
918 RIOFRIO ST	PETTY THEFT	1/1/2024	N/A	G. ALCAZAR	CHECKS OKAY	\$0.00
785 I ST	VEHICLE CHECK	1/1/2024	N/A	G. ALCAZAR	WARNING	\$0.00
624 QUINCE S	MUNICIPAL CODE VIOLATION: OPEN CONTAINER (EMPTY)	1/1/2024	N/A	G. ALCAZAR	WARNING	\$0.00
9TH ST/STAMOULES ST	MUNICIPAL CODE VIOLATION: CHECKING ON DRUNK MAN	1/1/2024	N/A	G. ALCAZAR	WARNING	\$0.00
1000 AIRPORT BLVD	LOBBY TRAFFIC	1/2/2024	N/A	G. ALCAZAR/ A. NAVARRO	COMPLETE	\$0.00
1000 AIRPORT BLVD	CITIZEN ASSIST	1/2/2024	N/A	A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
448 LOLITA ST	MUNICIPAL CODE VIOLATION: ABANDONED VEHICLES/JUNK	1/2/2024	N/A	A. NAVARRO/ G. ALCAZAR	CITED	\$600.00
436 LOLITA ST	MUNICIPAL CODE VIOLATION: SUBSTANDARD HOUSING	1/2/2024	N/A	A. NAVARRO	WARNING	\$0.00
DIVISADERO ST/INEZ ST	VEHICLE CHECK	1/3/2024	N/A	G. ALCAZAR	CITED	\$50.00
141 LOCUST AVE	MUNICIPAL CODE VIOLATION: TRASH BINS OUT/24 HRS	1/3/2024	N/A	G. ALCAZAR	WARNING	\$0.00
974 2ND ST	MUNICIPAL CODE VIOLATION: TRAILER IN BACKYARD	1/3/2024	N/A	A. NAVARRO/ G. ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
974 2ND ST	FOLLOW-UP	1/4/2024	N/A	A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
766 DERRICK AVE	MUNICIPAL CODE VIOLATION: WEEDS	1/4/2024	N/A	A. NAVARRO	COMPLETE	\$0.00
647 PEREZ ST	VEHICLE CHECK	1/5/2024	N/A	R. PENA	CITED	\$275.00
974 2ND ST	MUNICIPAL CODE VIOLATION: OCCUPIED TRAILER	1/5/2024	N/A	R. PENA/Y. SANDOVAL	CITED	\$200.00
319 RIOS ST	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$20.00
651 DE LA CRUZ ST	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$50.00
325 GOMEZ ST	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$50.00
642 PUCHEU ST	MUNICIPAL CODE VIOLATION: APPLIANCE/TRASH	1/6/2024	N/A	R. PENA	WARNING	\$0.00
618 GAXIOLA ST	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$50.00
624 QUINCE ST	MUNICIPAL CODE VIOLATION: FURNITURE	1/6/2024	N/A	R. PENA	CITED	\$500.00
271 SANTA CRUZ ST	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$20.00
211 GREGG CT S	VEHICLE CHECK	1/6/2024	N/A	R. PENA	CITED	\$75.00
43 VERA CIR	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$50.00
554 J ST	MUNICIPAL CODE VIOLATION: GATE BLOCKING SIDEWALK	1/6/2024	N/A	Y. SANDOVAL	WARNING	\$0.00
PUCHEU/BELMONT AVE	MUNICIPAL CODE VIOLATION: WEEDS	1/6/2024	N/A	R. PENA	WARNING	\$0.00
572 NAPLES ST	MUNICIPAL CODE VIOLATION: APPLIANCE	1/6/2024	N/A	R. PENA	WARNING	\$0.00
830 STAMOULES ST	VEHICLE CHECK	1/6/2024	N/A	Y. SANDOVAL	CITED	\$25.00
507 OLLER ST	MUNICIPAL CODE VIOLATION: FENCING REGULATIONS	1/6/2024	N/A	R. PENA	WARNING	\$0.00
872 PUCHEU ST	PUBLIC HAZARD: WATER SEWER BACKED UP/OVERFLOWING	1/6/2024	N/A	R. PENA/Y. SANDOVAL	NECESSARY ACTION TAKEN	\$0.00
629 LOZANO ST	VEHICLE CHECK	1/7/2024	N/A	Y. SANDOVAL	CITED	\$50.00
1167 PUCHEU ST	VEHICLE CHECK	1/7/2024	N/A	R. PENA	WARNING	\$0.00
851 PUCHEU ST	FOLLOW-UP	1/7/2024	N/A	R. PENA	COMPLETE	\$0.00
653 LOZANO ST	VEHICLE CHECK	1/7/2024	N/A	Y. SANDOVAL	CITED	\$20.00
231 VALENZUELA ST	VEHICLE CHECK	1/7/2024	N/A	Y. SANDOVAL	CITED	\$20.00
361 PUCHEU ST	MUNICIPAL CODE VIOLATION: ILLEGAL MECHANICS	1/7/2024	N/A	Y. SANDOVAL/R. PENA	WARNING	\$0.00
679 LOZANO ST	GRAND THEFT AUTO	1/8/2024	N/A	G. ALCAZAR	REPORT TO FOLLOW	\$0.00
379 PUCHEU ST	MUNICIPAL CODE VIOLATION: TRASH BINS OUT/24 HRS	1/8/2024	N/A	G. ALCAZAR/A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
372 PUCHEU ST	MUNICIPAL CODE VIOLATION: INOP VEHICLE/JUNK	1/8/2024	N/A	G. ALCAZAR/A. NAVARRO	WARNING	\$0.00
439 LOLITA ST	FOLLOW-UP	1/8/2024	N/A	A. NAVARRO	COMPLETE	\$0.00
649 PEREZ ST	VEHICLE CHECK	1/9/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/9/2024	N/A	G. ALCAZAR	CITED	\$50.00
LOZANO ST/PEREZ ST	VEHICLE CHECK	1/9/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/9/2024	N/A	G. ALCAZAR	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/9/2024	N/A	G. ALCAZAR	CITED	\$50.00
800 GARCIA ST	VEHICLE CHECK	1/9/2024	N/A	G. ALCAZAR	72 HOUR TAG	\$0.00
974 2ND ST	FOLLOW-UP	1/9/2024	N/A	A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
1967 7TH ST	MUNICIPAL CODE VIOLATION: ENGINE EMBEDDED IN TON DIRT	1/9/2024	N/A	G. ALCAZAR	WARNING	\$0.00

**Code Enforcement
Monthly Log**

January 2024

766 STAMOULES ST	MUNICIPAL CODE VIOLATION: FENCING REGULATIONS	1/9/2024	N/A	G. ALCAZAR	WARNING	\$0.00
1290 6TH ST	MUNICIPAL CODE VIOLATION: APPLIANCES/GRAFFITTI	1/9/2024	N/A	G. ALCAZAR	WARNING	\$0.00
573 TULE ST	MUNICIPAL CODE VIOLATION: MAKESHIFT STRUCTURE/JUNK	1/9/2024	N/A	A. NAVARRO/ G. ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
561 TULE ST	MUNICIPAL CODE VIOLATION: WATER ISSUE	1/9/2024	N/A	G. ALCAZAR/A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
437 LOLITA ST	FOLLOW-UP	1/11/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
779 PUCHEU ST	VEHICLE CHECK	1/11/2024	N/A	G. ALCAZAR	CITED	\$50.00
251 GREGG CT W	VEHICLE CHECK	1/11/2024	N/A	A. NAVARRO	CITED	\$50.00
BLACK AVE/SORENSEN AVE	VENDOR	1/11/2024	N/A	G. ALCAZAR/A. NAVARRO	CITED	\$250.00
331 DIVISADERO ST	FOLLOW-UP	1/13/2023	N/A	R. PENA	COMPLETE	\$0.00
3699 BASS AVE	FOLLOW-UP	1/13/2024	N/A	R. PENA/Y. SANDOVAL	COMPLETE	\$0.00
647 PEREZ ST	VENDOR	1/13/2024	N/A	R. PENA	NECESSARY ACTION TAKEN	\$0.00
1000 2ND ST	VEHICLE CHECK	1/14/2024	N/A	R. PENA	CITED	\$275.00
321 RIOS ST	VEHICLE CHECK	1/14/2024	N/A	Y. SANDOVAL	CITED	\$20.00
800 GARCIA ST	VEHICLE CHECK	1/14/2024	N/A	Y. SANDOVL/R. PENA	REPORT TO FOLLOW	\$0.00
LOLITA/7TH ST	MUNICIPAL CODE VIOLATION: DRINKING IN PUBLIC	1/14/2024	N/A	Y. SANDOVAL	CITED	\$50.00
1867 7TH ST	BUSINESS INSPECTION COMPLIANCE	1/14/2024	N/A	Y. SANDOVAL	CHECKS OKAY	\$0.00
450 OLLER ST	VEHICLE CHECK	1/15/2024	N/A	G. ALCAZAR	CHECKS OKAY	\$0.00
449 LOLITA ST	FOLLOW-UP	1/15/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
OLLER/5TH ST	VEHICLE CHECK	1/15/2024	N/A	G. ALCAZAR	72 HOUR TAG	\$0.00
800 GARCIA ST	VEHICLE CHECK	1/15/2024	N/A	G. ALCAZAR	CITED	\$50.00
7TH ST/NAPLES ST	MUNICIPAL CODE VIOLATION: DRUNK MALE	1/15/2024	N/A	G. ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
647 PEREZ ST	VEHICLE CHECK	1/16/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/16/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/16/2024	N/A	A. NAVARRO	CITED	\$50.00
654 LOZANO ST	VEHICLE CHECK	1/16/2024	N/A	G. ALCAZAR	CITED	\$50.00
PEREZ ST/LOZANO ST	VEHICLE CHECK	1/16/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/16/2024	N/A	G. ALCAZAR	CITED	\$50.00
654 LOZANO ST	VEHICLE CHECK	1/16/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/16/2024	N/A	G. ALCAZAR	CITED	\$50.00
654 LOZANO ST	VEHICLE CHECK	1/16/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/16/224	N/A	G. ALCAZAR	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/16/2024	N/A	G. ALCAZAR	CITED	\$50.00
443 OLLER ST	PETTY THEFT	1/16/2024	N/A	A. NAVARRO/ G. ALCAZAR	REPORT TO FOLLOW	\$0.00
655 OLLER ST	VANDALISM	1/16/224	N/A	A. NAVARRO	REPORT TO FOLLOW	\$0.00
307 L ST	ABANDONED VEHICLE	1/16/2024	N/A	A. NAVARRO	72 HOUR TAG	\$0.00
408 MENDOZA CT	SUSPICIOUS VEHICLE	1/16/2024	N/A	G. ALCAZAR	CITED/72 HOUR TAG	\$50.00
624 QUINCE ST	FOLLOW-UP	1/16/2024	N/A	A. NAVARRO/ G. ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
NAPLES ST/2ND ST	VEHICLE CHECK	1/16/2024	N/A	G. ALCAZAR	WARNING	\$0.00
1000 AIRPORT BLVD	ADMINISTRATIVE MEETING	1/17/2024	N/A	A. NAVARRO	COMPLETE	\$0.00
SORENSEN AVE/MCCABE AVE	CITIZEN ASSIST	1/18/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
280 BLACK AVE	MUNICIPAL CODE VIOLATION:	1/18/2024	N/A	G. ALCAZAR	WARNING	\$0.00
GURROLA ST/GONZALEZ ST	VEHICLE CHECK	1/18/2024	N/A	G. ALCAZAR	CITED	\$50.00
500 SILVA ST	VEHICLE CHECK	1/18/2024	N/A	G. ALCAZAR	CITED	\$50.00
535 BARAJAS CT	VEHICLE CHECK	1/18/2024	N/A	G. ALCAZAR	CITED	\$50.00
642 N KATE ST	CITIZEN ASSIST	1/18/2024	N/A	A. NAVARRO	COMPLETE	\$0.00
GOMEZ/GARCIA ST	VEHICLE CHECK	1/18/2024	N/A	A. NAVARRO	CITED	\$50.00
32 GOMEZ ST	VEHICLE CHECK	1/18/2024	N/A	A. NAVARRO	CITED	\$50.00
300 RIOS ST	VEHICLE CHECK	1/18/2024	N/A	G. ALCAZAR	CITED	\$50.00
BLANCO ST/GARCIA ST	VEHICLE CHECK	1/18/2024	N/A	G. ALCAZAR	CITED	\$0.00
MENDOTA GARDEN	VEHICLE CHECK	1/18/2024	N/A	G. ALCAZAR/A. NAVARRO	CITED	\$275.00
HWY 33/BASS AVE	PUBLIC HAZARD: CROSSING ARMS MALFUNCTION/DIRECTING TRAFFIC	1/20/20024	N/A	Y. SANDOVAL/R. PENA	NECESSARY ACTION TAKEN	\$0.00

**Code Enforcement
Monthly Log**

January 2024

300 RIOS ST	VEHICLE CHECK	1/21/2024	N/A	R. PENA	CITED	\$275.00
408 MARTINEZ CT	VEHICLE CHECK	1/22/2024	N/A	G. ALCAZAR/A. NAVARRO	CITED/REPORT TO FOLLOW	\$50.00
355 L ST	VEHICLE CHECK	1/22/2024	N/A	G. ALCAZAR	72 HOUR TAG	\$0.00
307 L ST	VEHICLE CHECK	1/22/2024	N/A	A. NAVARRO/ G. ALCAZAR	REPORT TO FOLLOW	\$0.00
851 PUCHEU ST	FOLLOW-UP	1/22/2024	N/A	R. PENA	COMPLETE	\$0.00
265 E RIVER PARK CIR	ADMINISTRATIVE MEETING	1/22/2024	N/A	A. NAVARRO/Y. SANDOVAL/R. PENA/G. ALCAZAR	COMPLETE	\$0.00
654 LOZANO ST	VEHICLE CHECK	1/23/224	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/23/224	N/A	G. ALCAZAR	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/23/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/23/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/23/2024	N/A	G. ALCAZAR	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/23/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	VEHICLE CHECK	1/23/2024	N/A	G. ALCAZAR	CITED	\$50.00
1000 AIRPORT BLVD	LOBBY TRAFFIC	1/23/2024	N/A	A. NAVARRO/G. ALCAZAR	COMPLETE	\$0.00
1883 7TH ST	MUNICIPAL CODE VIOLATION:	1/23/20024	N/A	A. NAVARRO	CHECKS OKAY	\$0.00
1000 AIRPORT BLVD	LOBBY TRAFFIC	1/23/2024	N/A	A. NAVARRO	COMPLETE	\$0.00
260 MCCABE AVE	MUNICIPAL CODE VIOLATION:	1/23/2024	N/A	G. ALCAZAR	WARNING	\$0.00
355 OLLER ST	SUBJECT CHECK	1/24/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
643 QUINCE ST	VEHICLE CHECK	1/25/2024	N/A	A. NAVARRO	CITED	\$50.00
647 PEREZ ST	NOISE NUISANCE	1/25/20024	N/A	G. ALCAZAR/A. NAVARRO	UNABLE TO LOCATE	\$0.00
647 PEREZ ST	NOISE NUISANCE	1/25/2024	N/A	G. ALCAZAR/A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
1745 JENNINGS ST	FOLLOW-UP	1/26/2024	N/A	R. PENA	COMPLETE	\$0.00
851 PUCHEU ST	FOLLOW-UP	1/26/224	N/A	R. PENA	COMPLETE	\$0.00
654 LOZANO ST	VEHICLE NUISANCE	1/27/2024	N/A	R. PENA/Y. SANDOVAL	COMPLETE	\$0.00
650 OLLER ST	VEHICLE CHECK	1/28/2024	N/A	R. PENA	CITED	\$275.00
467 OLLER ST	MUNICIPAL CODE VIOLATION	1/29/2024	N/A	A. NAVARRO/G. ALCAZAR	WARNING	\$0.00
1300 2ND ST	FOLLOW-UP	1/29/2024	N/A	R. PENA	COMPLETE	\$0.00
218 OLLER ST	MUNICIPAL CODE VIOLATION: SCAVENGING	1/29/2024	N/A	G. ALCAZAR	WARNING	\$0.00
966 NAPLES ST	VEHICLE CHECK	1/29/2024	N/A	A. NAVARRO	72 HOUR TAG	\$0.00
311 RIOS ST	VEHICLE CHECK	1/29/2024	N/A	A. NAVARRO	CITED	\$50.00
300 RIOS ST	VEHICLE CHECK	1/29/2024	N/A	A. NAVARRO	72 HOUR TAG	\$0.00
300 RIOS ST	CITIZEN ASSIST	1/29/2024	N/A	A. NAVARRO	NECESSARY ACTION TAKEN	\$0.00
200 DERRICK AVE	MUNICIPAL CODE VIOLATION	1/29/2024	N/A	A. NAVARRO	CITED X3	\$150.00
1000 AIRPORT BLVD	LOBBY TRAFFIC	1/29/2024	N/A	A. NAVARRO	COMPLETE	\$0.00
260 FLEMING AVE	FOLLOW-UP	1/30/2024	N/A	G. ALACZAR	COMPLETE	\$0.00
1000 AIRPORT BLVD	LOBBY TRAFFIC	1/30/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
731 JUANITA ST	FOLLOW-UP	1/30/224	N/A	G. ALACZAR	COMPLETE	\$0.00
1246 BELMONT AVE	CITIZEN ASSIST	1/30/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
1000 AIRPORT BLVD	LOBBY TRAFFIC	1/30/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
250 GREGG CT N	VEHICLE CHECK	1/30/2024	N/A	A. NAVARRO	CITED	\$50.00
648 4TH ST	VEHICLE CHECK	1/30/2024	N/A	A. NAVARRO	CITED	\$50.00
2ND ST/NAPLES ST	VEHICLE CHECK	1/31/2024	N/A	A. NAVARRO/G. ALCAZAR	72 HOUR TAG	\$0.00
520 DIVISADERO ST	FOLLOW-UP	1/31/2024	N/A	A. NAVARRO	WARNING	\$0.00
901 MARIE ST	VEHICLE CHECK	1/31/224	N/A	G. ALCAZAR	72 HOUR TAG	\$0.00
8TH ST/RIOFRIO ST	CITIZEN ASSIST	1/31/2024	N/A	G. ALCAZAR	COMPLETE	\$0.00
855 QUINCE ST	MUNICIPAL CODE VIOLATION: NO PERMIT	1/31/2024	N/A	A. NAVARRO	CITED	\$200.00
					TOTAL:	\$5,815.00

MENDOTA POLICE DEPARTMENT

JANUARY 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240000004.1		1/1/2024	Mon	NO	VANDALISM	PC 594
240000005.1		1/1/2024	Mon	NO	CARJACKING	PC 215
240000007.1		1/1/2024	Mon	NO	VANDALISM	PC 594
240000009.1		1/1/2024	Mon	NO	PETTY THEFT	PC 484
240000013.1		1/2/2024	Tue	NO	VEHICLE BURGLARY	PC 459
240000015.1		1/2/2024	Tue	NO	HIT & RUN	VC 20002
240000016.1		1/2/2024	Tue	NO	VANDALISM	PC 594
240000017.1		1/3/2024	Wed	NO	INCIDENT REPORT	PC 245
240000018.1		1/3/2024	Wed	YES	WARRANT ARREST	PC 978.5
240000020.1		1/3/2024	Wed	NO	INCIDENT REPORT	
240000021.1		1/3/2024	Wed	NO	INCIDENT REPORT	
240000025.1		1/3/2024	Wed	YES	WARRANT ARREST	PC 978.5
240000026.1		1/4/2024	Thu	NO	VANDALISM	PC 594
240000027.1		1/4/2024	Thu	NO	VANDALISM	PC 594
240000028.1		1/4/2024	Thu	NO	REPOSSESSION	
240000029.1		1/4/2024	Thu	NO	FIELD INTERVIEW	
240000030.1		1/4/2024	Thu	NO	INCIDENT REPORT	
240000035.1		1/4/2024	Thu	NO	ERROR	
240000038.1		1/4/2024	Thu	YES	NARCOTICS VIOLATION	HS 11364
240000039.1		1/4/2024	Thu	YES	NARCOTICS VIOLATION	HS 11364
240000042.1		1/5/2024	Fri	YES	WARRANT ARREST	PC 978.5
240000045.1		1/5/2024	Fri	YES	WARRANT ARREST	PC 978.5
240000063.1		1/5/2024	Fri	YES	DUI ARREST	VC 23152, VC 12500
240000065.1		1/6/2024	Sat	NO	INJURED PERSON	
240000074.1		1/6/2024	Sat	YES	SUSPENDED LICENSE	VC 14601.2
240000075.1		1/6/2024	Sat	YES	WARRANT ARREST	PC 978.5
240000077.1		1/7/2024	Sun	NO	INCIDENT REPORT	
240000078.1		1/7/2024	Sun	YES	WEAPONS POSSESSION (KNIFE)	PC 21310
240000079.1		1/7/2024	Sun	NO	EXTORTION	PC 518
240000087.1		1/7/2024	Sun	YES	WARRANT ARREST	PC 978.5
240000089.1		1/8/2024	Mon	NO	REPOSSESSION	
240000091.1		1/8/2024	Mon	NO	GRAND THEFT AUTO	VC 10851
240000092.1		1/8/2024	Mon	YES	RECEIVING STOLEN PROPERTY	PC 496A
240000093.1		1/8/2024	Mon	NO	GRAND THEFT AUTO	VC 10851
240000097.1		1/8/2024	Mon	YES	PUBLIC INTOXICATION	PC 647F
240000099.1		1/9/2024	Tue	YES	WARRANT ARREST	PC 978.5
240000100.1		1/9/2024	Tue	YES	WARRANT ARREST	PC 978.5
240000101.1		1/9/2024	Tue	NO	THEFT OF ACCESS CARD	PC 484G
240000104.1		1/11/2024	Thu	YES	WARRANT ARREST	PC 978.5

MENDOTA POLICE DEPARTMENT

JANUARY 2024



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240000106.1		1/10/2024	Wed	YES	WARRANT ARREST	PC 978.5
240000108.1		1/11/2024	Thu	YES	PUBLIC INTOXICATION	PC 647F
240000116.1		1/11/2024	Thu	NO	VANDALISM	PC 594
240000117.1		1/12/2024	Fri	YES	RESISTING	PC 148
240000118.1		1/12/2024	Fri	NO	MISSING PERSON	
240000119.1		1/12/2024	Fri	NO	INCIDENT REPORT	
240000124.1		1/13/2024	Sat	YES	WARRANT ARREST	PC 978.5
240000128.1		1/13/2024	Sat	YES	PUBLIC INTOXICATION	PC 647F
240000129.1		1/13/2024	Sat	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
240000133.1		1/14/2024	Sun	NO	VEHICLE STORAGE	VC 22651
240000134.1		1/14/2024	Sun	YES	WARRANT ARREST	PC 978.5
240000139.1		1/14/2024	Sun	NO	CRIMINAL THREAT	PC 422, PC 602
240000147.1		1/16/2024	Tue	NO	PETTY THEFT	PC 484
240000148.1		1/16/2024	Tue	NO	ERROR	
240000149.1		1/16/2024	Tue	YES	WARRANT ARREST	PC 978.5
240000152.1		1/16/2024	Tue	NO	FOLLOW-UP	
240000153.1		1/17/2024	Wed	NO	TRAFFIC COLLISION	
240000154.1		1/17/2024	Wed	NO	OTHER AGENCY ASSIST	
240000155.1		1/17/2024	Wed	YES	NARCOTICS VIOLATION	HS 11350
240000156.1		1/17/2024	Wed	NO	INCIDENT REPORT	
240000157.1		1/17/2024	Sun	NO	VANDALISM	PC 594
240000160.1		1/18/2024	Thu	NO	PETTY THEFT	PC 484
240000161.1		1/18/2024	Thu	YES	NARCOTICS VIOLATION	HS 11364
240000162.1		1/18/2024	Thu	NO	MENTALLY UNSTABLE	WI 5150
240000165.1		1/18/2024	Thu	YES	WARRANT ARREST	PC 978.5
240000167.1		1/19/2024	Fri	NO	INCIDENT REPORT	
240000170.1		1/19/2024	Fri	NO	CANCELLED	
240000174.1		1/19/2024	Fri	NO	INCIDENT REPORT	
240000175.1		1/19/2024	Fri	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
240000176.1		1/19/2024	Fri	NO	SIMPLE ASSAULT	PC 242
240000178.1		1/20/2024	Sat	YES	SUSPENDED LICENSE	VC 14601.1
240000182.1		1/20/2024	Sat	NO	INCIDENT REPORT	
240000183.1		1/20/2024	Sat	NO	SIMPLE ASSAULT	PC 242
240000185.1		1/20/2024	Sat	NO	AGGRAVATED ASSAULT	PC 243D
240000186.1		1/21/2024	Sun	NO	MISSING PERSON	
240000191.1		1/21/2024	Sun	NO	MISSING PERSON	
240000193.1		1/21/2024	Sun	NO	REPOSSESSION	
240000194.1		1/22/2024	Mon	NO	VEHICLE STORAGE	VC 22651
240000195.1		1/22/2024	Mon	NO	VEHICLE STORAGE	VC 22651



MENDOTA POLICE DEPARTMENT

JANUARY 2024

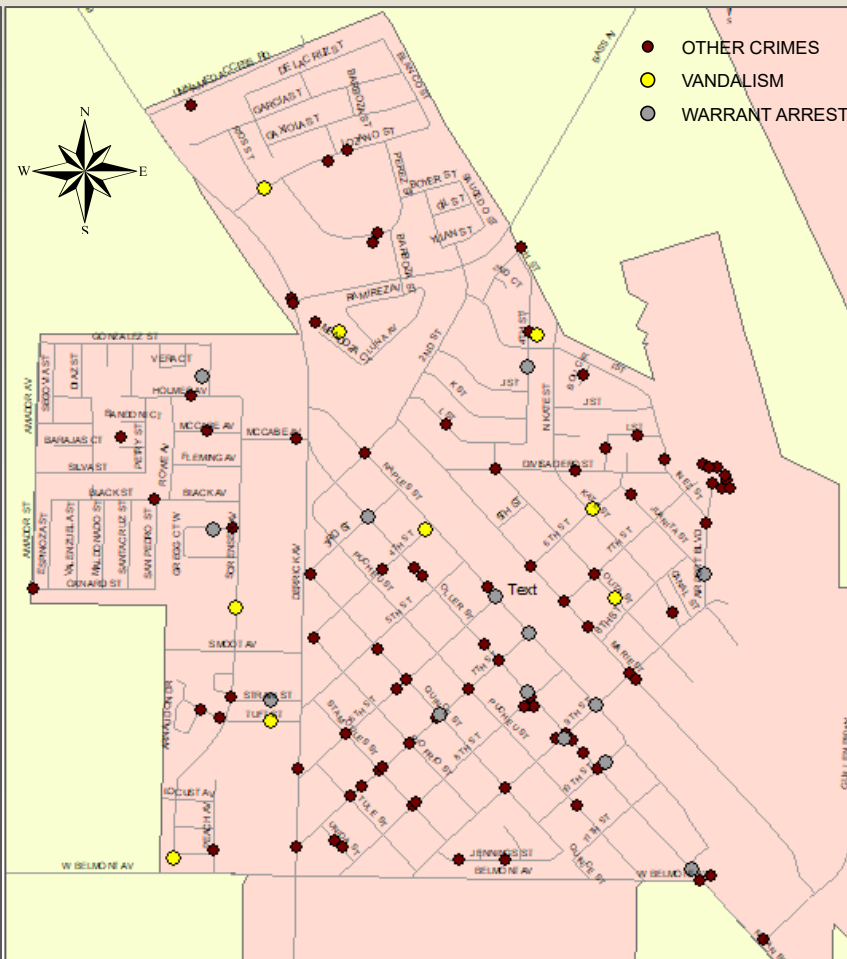
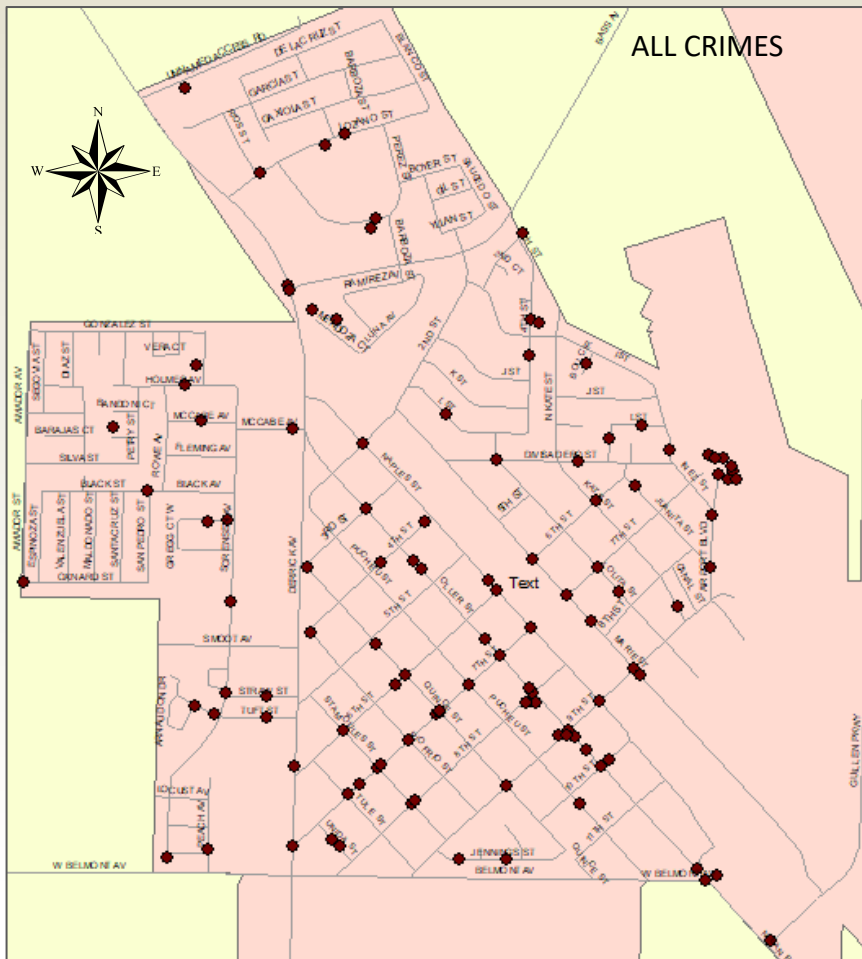


CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
240000197.1		1/22/2024	Mon	NO	IDENTITY THEFT	PC 530.5
240000198.1		1/22/2024	Mon	NO	TRAFFIC COLLISION	
240000199.1		1/22/2024	Mon	NO	VANDALISM	PC 594
240000201.1		1/23/2024	Tue	NO	INCIDENT REPORT	
240000202.1		1/23/2024	Tue	NO	HIT & RUN	VC 20002
240000203.1		1/23/2024	Tue	NO	TRAFFIC COLLISION	
240000206.1		1/23/2024	Tue	NO	CRIMINAL THREAT	PC 837/422
240000210.1		1/24/2024	Wed	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
240000211.1		1/24/2024	Wed	YES	NARCOTICS VIOLATION	HS 11378, PC 12022
240000212.1		1/25/2024	Thu	NO	GRAND THEFT AUTO	VC 10851
240000214.1		1/25/2024	Thu	NO	ERROR	
240000215.1		1/25/2024	Thu	NO	TRAFFIC COLLISION	
240000216.1		1/25/2024	Thu	NO	TRAFFIC COLLISION	
240000219.1		1/25/2024	Thu	NO	INCIDENT REPORT	
240000226.1		1/25/2024	Thu	NO	INCIDENT REPORT	
240000229.1		1/26/2024	Fri	NO	GRAND THEFT	PC 487
240000230.1		1/26/2024	Fri	NO	INCIDENT REPORT	
240000231.1		1/26/2024	Fri	NO	ERROR	
240000232.1		1/26/2024	Fri	NO	PETTY THEFT	PC 484
240000233.1		1/26/2024	Fri	YES	PUBLIC INTOXICATION	PC 647F
240000236.1		1/26/2024	Fri	YES	DUI ARREST	VC 23152
240000237.1		1/26/2024	Fri	NO	ERROR	
240000238.1		1/26/2024	Fri	YES	DUI ARREST	VC 23152
240000240.1		1/27/2024	Sat	NO	INCIDENT REPORT	
240000241.1		1/27/2024	Sat	NO	INJURED PERSON	
240000244.1		1/28/2024	Sun	YES	SIMPLE ASSAULT	PC 242
240000245.1		1/28/2024	Sun	NO	AGGRAVATED ASSAULT	PC 245A1
240000246.1		1/28/2024	Sun	NO	ANIMAL COMPLAINT	
240000247.1		1/28/2024	Sun	NO	VANDALISM	PC 594
240000248.1		1/28/2024	Sun	NO	INCIDENT REPORT	
240000249.1		1/29/2024	Mon	NO	INCIDENT REPORT	
240000253.1		1/29/2024	Mon	NO	INCIDENT REPORT	
240000254.1		1/29/2024	Mon	NO	HIT & RUN	VC 20002
240000258.1		1/30/2024	Tue	NO	REPOSSESSION	
240000259.1		1/30/2024	Tue	NO	SIMPLE ASSAULT	PC 242
240000260.1		1/30/2024	Tue	NO	GRAND THEFT	PC 487
240000267.1		1/31/2024	Wed	NO	SIMPLE ASSAULT	PC 242
240000268.1		1/31/2024	Wed	NO	VANDALISM	PC 594



MENDOTA POLICE DEPARTMENT

JANUARY 2024 - MAP



MENDOTA POLICE DEPARTMENT

JANUARY 2024



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT	1						1	2
AGGRAVATED ASSAULT (DV)						1	1	2
ANIMAL COMPLAINT	1							1
CARJACKING		1						1
CRIMINAL THREAT	1		1					2
DUI ARREST						3		3
ERROR / CANCELLED			1		2	3		6
EXTORTION	1							1
FIELD INTERVIEW					1			1
FOLLOW-UP			1					1
GRAND THEFT			1			1		2
GRAND THEFT AUTO		2			1			3
HIT & RUN		1	2					3
IDENTITY THEFT		1						1
INCIDENT REPORT	2	2	1	4	3	4	2	18
INJURED PERSON							2	2
MENTALLY UNSTABLE					1			1
MISSING PERSON	2					1		3
NARCOTICS VIOLATION				3	3			6
OTHER AGENCY ASSIST				1				1
PETTY THEFT		1	1		1	1		4
PUBLIC INTOXICATION		1			1	1	1	4
RECEIVING STOLEN PROPERTY		1						1
REPOSSESSION	1	1	1		1			4
RESISTING						1		1
SIMPLE ASSAULT	1		1	1		1	1	5
SUSPENDED LICENSE							2	2
THEFT OF ACCESS CARD			1					1
TRAFFIC COLLISION		1	1	1	2			5
VANDALISM	2	3	1	1	3			10
VEHICLE BURGLARY			1					1
VEHICLE STORAGE	1	2						3
WARRANT ARREST	2		3	3	2	2	2	14
WEAPONS POSSESSION (KNIFE)	1							1
Grand Total	16	17	17	14	21	19	12	116

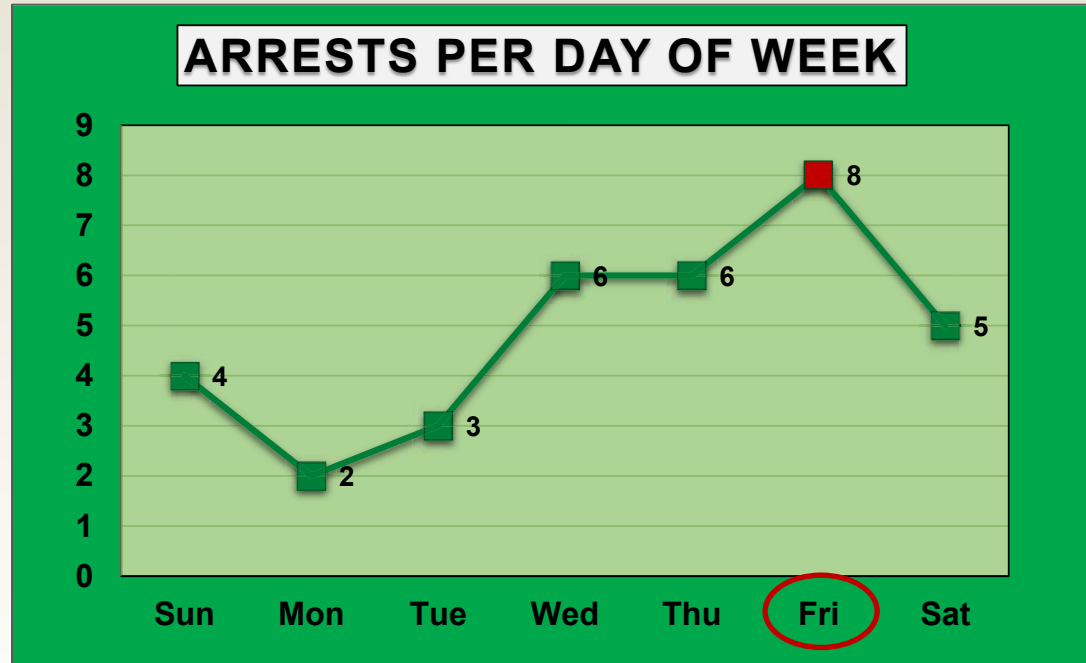


MENDOTA POLICE DEPARTMENT

JANUARY 2024 - ARRESTS



DAYS	ARRESTS
Sun	4
Mon	2
Tue	3
Wed	6
Thu	6
Fri	8
Sat	5
Grand Total	34



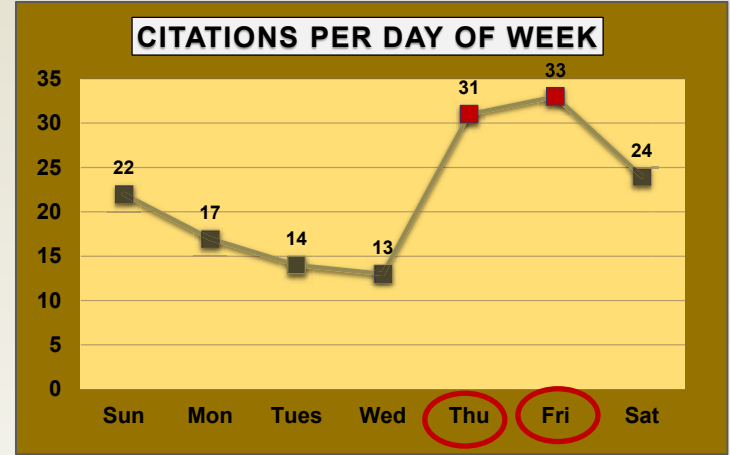


MENDOTA POLICE DEPARTMENT

JANUARY 2024 - CITES



CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK
240000006.1	1/1/2024	Mon	240000084.1	1/7/2024	Sun	240000172.1	1/19/2024	Fri
240000008.1	1/1/2024	Mon	240000085.1	1/7/2024	Sun	240000173.1	1/19/2024	Fri
240000010.1	1/1/2024	Mon	240000086.1	1/7/2024	Sun	240000177.1	1/20/2024	Sat
240000011.1	1/2/2024	Tue	240000088.1	1/7/2024	Sun	240000179.1	1/20/2024	Sat
240000012.1	1/2/2024	Tue	240000090.1	1/8/2024	Mon	240000180.1	1/20/2024	Sat
240000014.1	1/2/2024	Tue	240000094.1	1/8/2024	Mon	240000181.1	1/20/2024	Sat
240000019.1	1/3/2024	Wed	240000095.1	1/8/2024	Mon	240000184.1	1/20/2024	Sat
240000022.1	1/3/2024	Wed	240000096.1	1/8/2024	Mon	240000187.1	1/21/2024	Sun
240000023.1	1/3/2024	Wed	240000098.1	1/8/2024	Mon	240000188.1	1/21/2024	Sun
240000024.1	1/3/2024	Wed	240000102.1	1/9/2024	Tue	240000189.1	1/21/2024	Sun
240000031.1	1/4/2024	Thu	240000103.1	1/11/2024	Thu	240000190.1	1/21/2024	Sun
240000032.1	1/4/2024	Thu	240000105.1	1/11/2024	Thu	240000192.1	1/21/2024	Sun
240000033.1	1/4/2024	Thu	240000107.1	1/11/2024	Thu	240000196.1	1/22/2024	Mon
240000034.1	1/4/2024	Thu	240000109.1	1/11/2024	Thu	240000200.1	1/23/2024	Tue
240000036.1	1/4/2024	Thu	240000110.1	1/11/2024	Thu	240000204.1	1/23/2024	Tue
240000037.1	1/4/2024	Thu	240000111.1	1/11/2024	Thu	240000205.1	1/23/2024	Tue
240000040.1	1/4/2024	Thu	240000112.1	1/11/2024	Thu	240000207.1	1/24/2024	Wed
240000041.1	1/4/2024	Thu	240000113.1	1/11/2024	Thu	240000208.1	1/24/2024	Wed
240000043.1	1/5/2024	Fri	240000114.1	1/11/2024	Thu	240000209.1	1/24/2024	Wed
240000044.1	1/5/2024	Fri	240000115.1	1/11/2024	Thu	240000213.1	1/25/2024	Thu
240000046.1	1/5/2024	Fri	240000120.1	1/12/2024	Fri	240000215.1	1/25/2024	Thu
240000047.1	1/5/2024	Fri	240000121.1	1/12/2024	Fri	240000217.1	1/25/2024	Thu
240000048.1	1/5/2024	Fri	240000122.1	1/12/2024	Fri	240000218.1	1/25/2024	Thu
240000049.1	1/5/2024	Fri	240000123.1	1/12/2024	Fri	240000220.1	1/25/2024	Thu
240000050.1	1/5/2024	Fri	240000125.1	1/13/2024	Sat	240000221.1	1/25/2024	Thu
240000051.1	1/5/2024	Fri	240000126.1	1/13/2024	Sat	240000222.1	1/25/2024	Thu
240000052.1	1/5/2024	Fri	240000127.1	1/13/2024	Sat	240000223.1	1/25/2024	Thu
240000053.1	1/5/2024	Fri	240000130.1	1/13/2024	Sat	240000224.1	1/25/2024	Thu
240000054.1	1/5/2024	Fri	240000131.1	1/13/2024	Sat	240000225.1	1/25/2024	Thu
240000055.1	1/5/2024	Fri	240000132.1	1/13/2024	Sat	240000227.1	1/26/2024	Fri
240000056.1	1/5/2024	Fri	240000135.1	1/14/2024	Sun	240000228.1	1/26/2024	Fri
240000057.1	1/5/2024	Fri	240000136.1	1/14/2024	Sun	240000234.1	1/26/2024	Fri
240000058.1	1/5/2024	Fri	240000137.1	1/14/2024	Sun	240000235.1	1/26/2024	Fri
240000059.1	1/5/2024	Fri	240000138.1	1/14/2024	Sun	240000239.1	1/27/2024	Sat
240000060.1	1/5/2024	Fri	240000140.1	1/14/2024	Sun	240000242.1	1/27/2024	Sat
240000061.1	1/5/2024	Fri	240000141.1	1/14/2024	Sun	240000243.1	1/27/2024	Sat
240000062.1	1/5/2024	Fri	240000142.1	1/14/2024	Sun	240000250.1	1/29/2024	Mon
240000064.1	1/6/2024	Sat	240000143.1	1/14/2024	Sun	240000251.1	1/29/2024	Mon
240000066.1	1/6/2024	Sat	240000144.1	1/14/2024	Sun	240000252.1	1/29/2024	Mon
240000067.1	1/6/2024	Sat	240000145.1	1/15/2024	Mon	240000255.1	1/29/2024	Mon
240000068.1	1/6/2024	Sat	240000146.1	1/15/2024	Mon	240000256.1	1/29/2024	Mon
240000069.1	1/6/2024	Sat	240000150.1	1/16/2024	Tue	240000257.1	1/29/2024	Mon
240000070.1	1/6/2024	Sat	240000151.1	1/16/2024	Tue	240000261.1	1/30/2024	Tue
240000071.1	1/6/2024	Sat	240000151.1	1/16/2024	Tue	240000262.1	1/30/2024	Tue
240000072.1	1/6/2024	Sat	240000158.1	1/17/2024	Wed	240000263.1	1/30/2024	Tue
240000073.1	1/6/2024	Sat	240000159.1	1/18/2024	Thu	240000264.1	1/30/2024	Tue
240000076.1	1/6/2024	Sat	240000163.1	1/18/2024	Thu	240000265.1	1/30/2024	Tue
240000080.1	1/7/2024	Sun	240000164.1	1/18/2024	Thu	240000266.1	1/31/2024	Wed
240000081.1	1/7/2024	Sun	240000166.1	1/19/2024	Fri	240000269.1	1/31/2024	Wed
240000082.1	1/7/2024	Sun	240000168.1	1/19/2024	Fri	240000270.1	1/31/2024	Wed
240000083.1	1/7/2024	Sun	240000169.1	1/19/2024	Fri	240000271.1	1/31/2024	Wed
			240000171.1	1/19/2024	Fri	240000272.1	1/31/2024	Wed

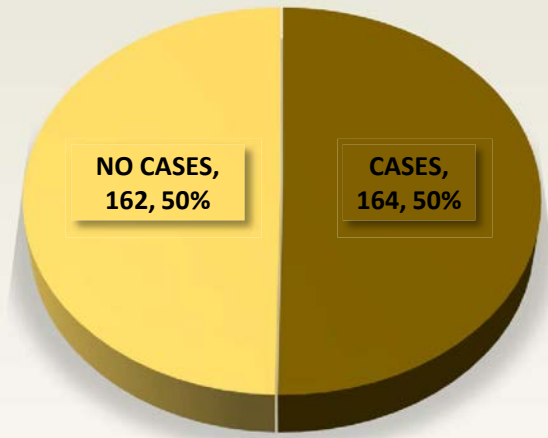
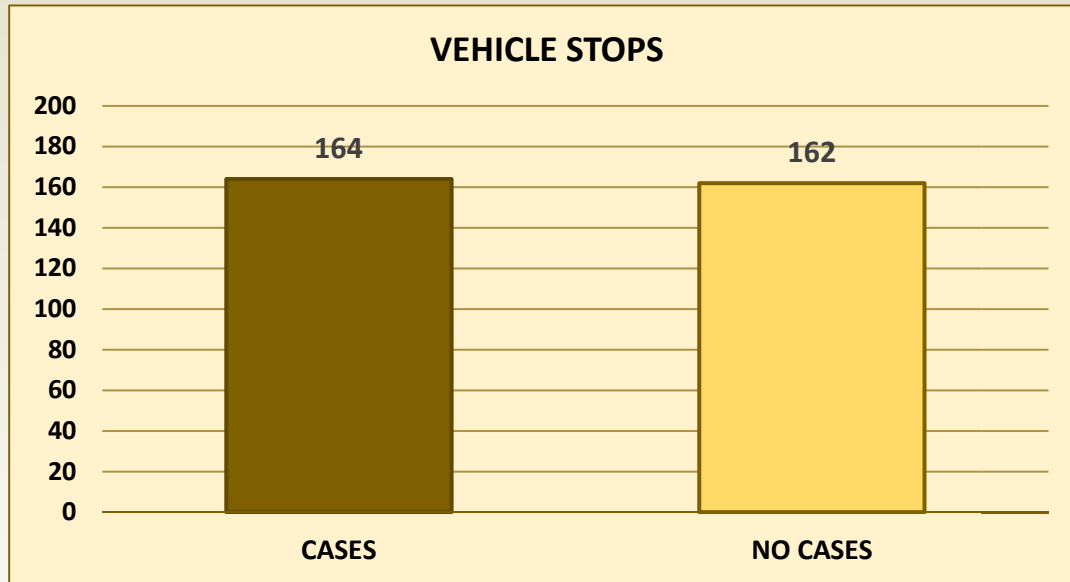


DAYS	COUNT
Sun	22
Mon	17
Tues	14
Wed	13
Thu	31
Fri	33
Sat	24
Grand Total	154



MENDOTA POLICE DEPARTMENT

JANUARY 2024 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 326

- WITH CASE NUMBERS – 164
- WITHOUT CASE NUMBERS - 162



MENDOTA POLICE DEPARTMENT

JANUARY 2024



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2024 Totals	DEC-JAN%
Homicide	0	0												0	NON-CAL
Rape	2	0												0	-100%
Other Sex Offense	0	0												0	NON-CAL
Robbery	0	0												0	NON-CAL
Aggravated Assault	5	2												2	-60%
Aggravated Assault (DV)	4	2												2	-50%
Simple Assault	1	5												5	400%
Simple Assault (DV)	0	0												0	NON-CAL
Residential Burglary	2	0												0	-100%
Commercial Burglary	0	0												0	NON-CAL
Auto Theft	2	3												3	50%
Grand Theft	1	2												2	100%
Petty Theft	2	4												4	100%
Vehicle Burglary	1	1												1	0%
ID Theft/Fraud	1	1												1	0%
Arson	1	0												0	-100%
Vandalism	4	10												10	150%
Hate Crimes	0	0												0	NON-CAL
Possession of Firearm	0	0												0	NON-CAL
Possession of Knife	0	1												1	NON-CAL
DUI Arrests	8	3												3	-63%
Public Intoxication	3	4												4	33%
Narcotics Violation	5	6												6	20%
Parole/Restraining Order Violation	1	0												0	-100%
Warrant Arrest	10	14												14	40%
Mental Health Reports	3	1												1	-67%
Runaway / Missing	1	3												3	200%
Trespass	1	0												0	-100%
TOTALS	58	62	0	0	0	0	0	0	0	0	0	0	0	62	7%



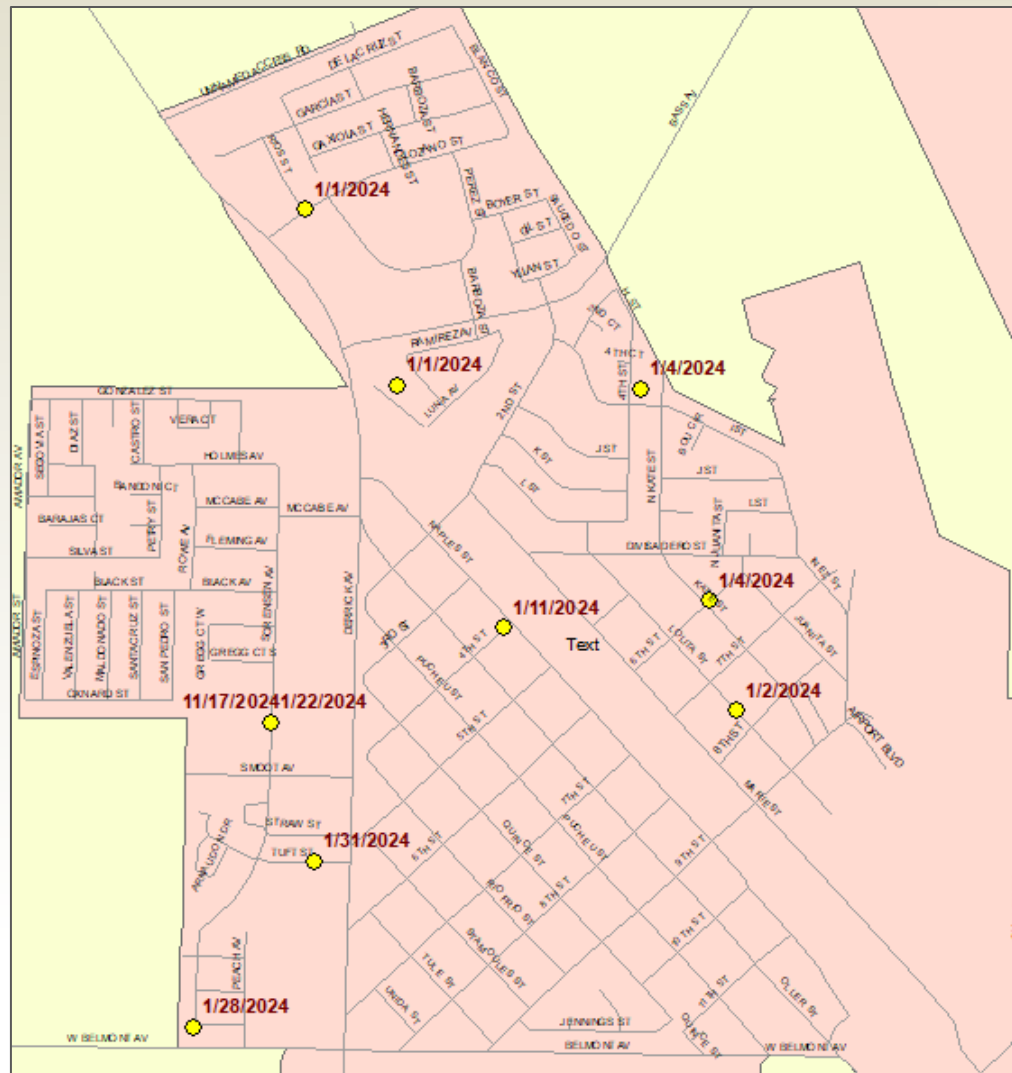
MENDOTA POLICE DEPARTMENT

JANUARY 2024



VANDALISM: TOTAL = 10

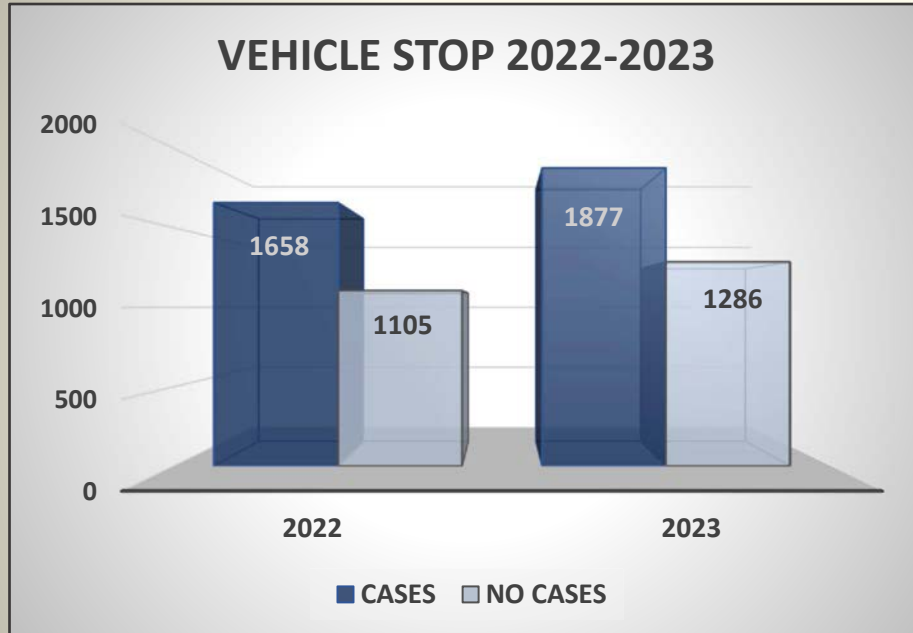
- 4 TO RESIDENCES
- 4 TO VEHICLES
- 2 TO PARK





MENDOTA POLICE DEPARTMENT

JANUARY 2024



YEAR	2022	2023	%
CASES	1658	1877	13%
NO CASES	1105	1286	16%
TOTAL	2763	3163	14%