



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
December 12, 2023
6:00 PM

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

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

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

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 November 14, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. NOVEMBER 8, 2023 THROUGH DECEMBER 4, 2023
WARRANT LIST CHECK NOS. 54098 THROUGH 54217
TOTAL FOR COUNCIL APPROVAL = \$1,159,654.66
2. Proposed adoption of **Resolution No. 23-79**, awarding the construction contract for the Fleming Avenue and McCabe Avenue Reconstruction Project to Doug Ross, Inc. dba Central Valley Asphalt in the amount of \$414,000.00.
3. Proposed adoption of **Resolution No. 23-80**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Land Surveying and Engineering Services for the Amador Avenue and Smoot Street Extension Project.
4. Proposed adoption of **Resolution No. 23-81**, approving an agreement with the County of Fresno for the Rojas-Pierce Park, Phase II Community Development Block Grant Project No. 23471.
5. Proposed adoption of **Resolution No. 23-82**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Planning Services related to Senate Bill 2.
6. Proposed adoption of **Resolution No. 23-83**, approving the quote and maintenance agreement submitted by Caltronics for the purchase and maintenance of an HP DesignJet T2600 Multifunction Printer.

BUSINESS

1. Council discussion and consideration of **Resolution No. 23-84**, placing a moratorium on the imposition and collection of Development Impact Fees, excluding the Recreational Facilities Fee.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides input and considers Resolution No. 23-83 for adoption*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update

2. Animal Control, Code Enforcement, and Police Department
 - a) October 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).
Case unspecified to avoid jeopardizing service of process.
2. 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).
3. PUBLIC EMPLOYMENT
Pursuant to subdivision (b) of Government Code section 54957
Title: Finance Director

ADJOURNMENT

CERTIFICATION OF POSTING

I, Antonio Pizano, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of Tuesday, December 12, 2023, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, December 8, 2023, at 8:00 p.m.



Antonio Pizano, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

November 14, 2023

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

Roll Call

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

Council Members Absent: None

Flag salute led by Raul Varela

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

Council Member Alonso requested that a moment of silence held in honor of Javier Alonzo Zambrano at the regular City Council meeting of October 24, 2023, be translated into Spanish.

Assistant City Attorney Castro requested to move the Closed Session Items after the Consent Calendar and before Business Item 1.

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Raul Varela inquired about the possibility of installing more cameras throughout the City to reduce vandalism, including reaching out to State Senator Ana Caballero to assist with funding; and on the possibility of installing two more speed bumps on 2nd Street.

Discussion was held on the inquires made by Mr. Varela.

Veronica Rasmusen Gil requested an update on plans for a new animal control facility.

Discussion was held on the comment made by Ms. Rasmusen Gil, including possible grants that provide funding for animal control facilities and on possibly reaching out to Fresno County Supervisor Brian Pacheco to assist with funding for the animal control facility.

Kevin Romero provided an update on local youth sports.

Discussion was held on the update provided by Mr. Romero.

Iris Ruiz commented on ongoing vandalism occurring at her business and on the Mendota Police Department's ("MPD's") lack of action to address the issue.

Discussion was held on the comments made by Ms. Ruiz and on the MPD's response to the vandalism, including the identification of a suspect in connection to the ongoing vandalism issues and possible consequences for the suspect.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of October 24, 2023
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Council Member Rosales to approve items 1 and 2, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

CONSENT CALENDAR

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

1. OCTOBER 20, 2023 THROUGH NOVEMBER 3, 2023
WARRANT LIST CHECK NOS. 53971 THROUGH 54097
TOTAL FOR COUNCIL APPROVAL = \$1,560,419.49
2. Proposed adoption of **Resolution No. 23-77**, honoring and recognizing Tony Boren for his service and commitment to the City of Mendota, the Fresno Council of

Governments and to the Fresno Region.

3. Proposed adoption of **Resolution No. 23-78**, approving the bid submitted by RGPOWER for the purchase of lawn mowers for the Public Works Department.

A motion was made by Council Member Rosales to approve items 1 through 3, seconded by Council Member Alonso; unanimously approved (5 ayes)

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).
Case unspecified to avoid jeopardizing service of process.
2. 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).
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 1161 Oller Street, Mendota, CA 93640
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Steve Bogart
Under Negotiation: Purchase Price and Terms of Payment
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 1758 7th Street, Mendota, CA 93640
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Gabriel Guillen
Under Negotiation: Purchase Price and Terms of Payment
5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: A Portion of APN 012-190-25ST
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Westlands Water District
Under Negotiation: Purchase Price and Terms of Payment
6. PUBLIC EMPLOYMENT
Pursuant to subdivision (b) of Government Code section 54957
Title: Finance Director

At 6:22 p.m. the City Council moved into closed session.

At 7:05 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 through 6 of the closed session there were no reportable actions.

BUSINESS

1. Council discussion and consideration of Public Safety Sub-Committee goals and meeting schedule.

Mayor Martinez introduced the item and Chief of Police Smith provided the report.

Discussion was held on the report provided by Chief Smith; suspending the Public Safety Sub-Committee meetings for the remainder of the year and addressing any public safety concerns during City Council meetings.

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 Rosales to suspend Public Safety Subcommittee meetings for the remainder of 2023 and bring an item back for the City Council to consider the Public Safety Subcommittee's future during the first City Council meeting of 2024; seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

2. Council discussion and consideration of City policies determining the comparative responsibility for the maintenance and repair of sanitary sewer laterals (house connections).

Mayor Martinez introduced the item and City Engineer Osborn provided the report.

Discussion was held on the report provided by City Engineer Osborn; on the logistics of who is responsible for the maintenance and repair of sanitary sewer laterals; on ways that other Cities handle the maintenance and repair of sanitary sewer laterals; on the fiscal impact of the City assuming responsibility for the maintenance and repair of sanitary sewer laterals; and on ways to improve the Mendota Municipal Code to address the maintenance and repair of sanitary sewer laterals.

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 Rosales to direct staff to gather more information on how other cities address the maintenance and repair of sanitary sewer laterals and bring the information back to a future meeting for further discussion, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

3. Council discussion and consideration of the possible imposition of a moratorium on the payment of development impact fees for residential developments within the City.

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

Discussion was held on the report provided by City Manager Gonzalez; on ways to attract more contractors to provide housing in the City; on whether the waiving of development impact fees will affect the price of housing; improving the City's water infrastructure to maintain new housing that will be brought into the City, including the possibility of meeting with the Mendota Unified School District to discuss water infrastructure and on the different types of fees for developers interested in building new housing in the City.

Mayor Martinez opened the public comment period.

Ofelia Ochoa commented on the need for new housing to be accessible; on the need for new housing to provide accommodations for senior citizens, and on possibly having a designated area for special needs accessible housing.

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

Mayor Martinez closed the public comment period.

A motion was made by Council Member Rosales to direct staff to look into the possible suspension of development impact fees and bring the item back to a future meeting for further discussion, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

Council Member Rosales apologized for vandalism that has occurred throughout the City; commented on the City's desire to reduce crime in the City; congratulated Mayor Martinez on the birth of his new child; thanked Mayor Martinez for his assistance in securing 3 million in funding for the Golden Plains School District; thanked everybody for their work, and thanked those who attended the meeting.

Council Member Rosales left the City Council Chambers at 7:37 p.m. and did not return.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update

City Engineer Osborn provided an update on ongoing City projects, including the Stormwater Improvement Project and the upcoming bid opening for the Fleming and McCabe Street Reconstruction project.

Discussion was held on the update provided by City Engineer Osborn and on the need to

improve lighting throughout the City, including the possibility of surveying community members to see what areas of the City need lighting.

2. City Attorney

Assistant City Attorney Castro commented on ongoing tasks and projects and on the confirmation of District Judge Ana de Alba to serve on the Ninth Circuit for the United States Court of Appeals.

3. City Manager

a) Pool park perimeter fencing

City Manager Gonzalez provided an update on the Pool Park Rehabilitation Project, including the installation of a new irrigation system; commented on the need to install perimeter fencing in the area during the installation of the new irrigation system to keep vehicles out, and on the different types of perimeter fencing available for installation, including the costs of each.

Discussion was held on the update provided by City Manager Gonzalez; the benefits and drawbacks of each type of perimeter fencing, and on improving the type of perimeter fencing that is installed once more funding is received.

b) Agenda translation logistics

City Manager Gonzalez inquired into the City Council's desired direction regarding the translation of agendas.

Discussion was held on the inquiry made by City Manager Gonzalez; on Brown Act requirements associated with translation services for the agenda; on when the agenda should be fully translated in order to comply with all requirements, and on the possibility of researching how the Mendota Unified School District translates their agendas.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Riofrio commented on the passing of community member Mr. Rojas, and shared memories he has about Mr. Rojas.

Mayor Pro Tem Lopez stated that she had a great experience at the Senior Thanksgiving Luncheon; thanked staff for their work; thanked the community for their attendance; stated that she has been approached by individuals who are requesting a designated area to use all-terrain vehicles; reported on areas that have very little lighting throughout the City; requested additional patrol at the intersection of Lolita and Divisadero Streets, and on vehicles not stopping at the crosswalk at 3rd and Oller Streets.

Council Member Alonso reported on a trip that he and the Mendota Police Department

Explorers took to the California State Capitol and requested that City staff look into installing benches near the inclusive playground at Rojas-Pierce Park.

2. Mayor

Mayor Martinez thanked all who attended the meeting; reported on ongoing projects for Oller Street; reported on the upcoming toy giveaway; the new Christmas decorations for Oller Street; requested that staff work with the Mendota Unified School District to schedule a joint meeting; congratulated the Mendota Police Department for their win at the Firebaugh Police Department vs. Mendota Police Department softball game; requested that City staff look into installing benches near the inclusive playground at Rojas-Pierce Park and outside the Mendota DMV, and thanked staff for the work.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:11 p.m. by Council Member Riofrio, seconded by Council Member Alonso; unanimously approved (5 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
11/08/23 - 12/04/23
CK# 054098 - 054217

Check Date	Check Number	Gross Check Amount	Vendor Name	Cash Account	Invoice Description
November 8, 2023	54098	\$ 159,336.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 10/23/23 -11/05/23
November 8, 2023	54099	\$ 85.00	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR OCTOBER 2023
November 8, 2023	54100	\$ 2,025.17	COMCAST	GENERAL,WATER,SEWER	CITYWIDE XFINITY PHONE & INTERNET 11/06/2023- 12/05/2023
November 8, 2023	54101	\$ 484.00	JOSHUA COMEN	GENERAL	CRISIS COM & SOCIAL MEDIA FOR PUBLIC SAFETY COURSE, GLOCK ARMORER COURSE REIMBURSEMENT
November 8, 2023	54102	\$ 136.50	MIGUEL A CRUZ	GENERAL	VEHICLE RELEASE FEE REFUND (PD)
November 8, 2023	54103	\$ 1,493.72	HUMMER PARTS GUY, LLC	GENERAL	1987 HUMVEE- GAS SPRING REACH HATCH, (1) CABLE BRAKE
November 8, 2023	54104	\$ 33,808.51	PG&E	GENERAL, WATER, STREETS	WATER UTILITIES 09/07/2023 - 10/08/2023
November 8, 2023	54105	\$ 165.88	PITNEY BOWES INC.	GENERAL, WATER, SEWER	(1) INK PAD REPLACEMENT KIT,(1) DM300C/400C RED INK
November 8, 2023	54106	\$ 14,954.04	PROVOST & PRITCHARD	GENERAL	PASS-THRU:CES CARBON SEQUESTRATION PROJ. APRIL 23,PASS THRU: 22-14 PAPPAS TPM APRIL AND MAY 2023
November 8, 2023	54107	\$ 556.50	THOMASON TRACTOR COMPANY	GENERAL,WATER,SEWER, STREETS	JOHN DEERE 310 BACKHOE: REAR TIRES WILL NOT MOVE
November 8, 2023	54108	\$ 1,906.72	FRESNO COUNTY TAX COLLECTOR	GENERAL,WATER,SEWER	FRESNO COUNTY SECURED PROPERTY TAX BILL INSTALL1 & 2
November 8, 2023	54109	\$ 23,645.61	WANGER JONES HELSLEY PC ATTORNEY	GENERAL	LEGAL SERVICE: AIRPORT BASIN EVICTION SEPTEMBER 2023,LEGAL SERVICE:CITY ATTORNEY GENERAL LEGAL SERVICE OCT2023
November 8, 2023	54110	\$ 131.76	WECO	GENERAL, WATER, SEWER	RENT CYL ACETYLENE #4,OXYGEN D, OXYGEN K JUNE AND OCTOBER 2023
November 8, 2023	54111	\$ 124.00	JUAN M ZARATE	GENERAL	FOOD VENDOR AT ADELANTE MENDOTA CAR SHOW ROJAS PARK
November 17, 2023	54112	\$ 3,749.56	ACME ROTARY BROOM SERVICE	STREETS	(20)(1PALLET) ESTH SHWARZE GUTTER BROOM - SWEEPER
November 17, 2023	54113	\$ 5,567.68	AMERITAS GROUP	GENERAL	DENTAL AND VISION INSURANCE FOR DECEMBER 2023
November 17, 2023	54114	\$ 402.78	ARAMARK	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICE 11/02/2023, 11/09/2023
November 17, 2023	54115	\$ 1,158.00	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 10/17/2023, WW WEEKLY GRAB SAMPLE BOD,TDS 10/24/2023, 10/31/2023
November 17, 2023	54116	\$ 596.91	CALIFORNIA BUSINESS MACHINES	GENERAL, WATER, SEWER	COPIER CONTRACT SERVICE: BASE NOVEMBER 2023, USAGE OCTOBER 2023
November 17, 2023	54117	\$ 859.85	CENTRAL VALLEY	GENERAL	2.6M/1000 NOTICE TO APPEAR (PD)
November 17, 2023	54118	\$ 375.94	CHEMSEARCH	SEWER	(1) CHERRY FLOW 5 GL FOR NOVEMBER 2023
November 17, 2023	54119	\$ 173.89	CORELOGIC INFORMATION	GENERAL,WATER,SEWER	REAL QUEST SERVICE FOR OCTOBER 2023
November 17, 2023	54120	\$ 4,642.92	CORE & MAIN LP	WATER	(1) ANGEL METER NO LEAD,(1) #55 2SS INSERT, (1) BALL METER VALVE, (1)TRAFFIC VALVE BOX, (1)G-5 LID "WATER", (2) STARGRP
November 17, 2023	54121	\$ 1,065.17	CROWN SERVICES CO.	GENERAL, SEWER	TOILET & SINK 2XWK: ROJAS-PIERCE PARK, WWTP, POOL PARK, LOZANO PARK, 3699 BASS AVE
November 17, 2023	54122	\$ 2,673.48	EMPLOYER DRIVEN INSURANCE SERVICE	GENERAL	BILLING SUMMARY FOR NOVEMBER 2023, CLAIM PAID FOR SEPTEMBER 2023
November 17, 2023	54123	\$ 749.05	FARMERS LUMBER AND SUPPLY CO.	GENERAL	(1) 35' PT PINE POLE
November 17, 2023	54124	\$ 15,045.15	FRESNO COUNTY SHERIFF	GENERAL,WATER	RMS JMS ACCESS FEES FOR OCTOBER 2023, DISPATCH SERVICES FOR DECEMBER 2023
November 17, 2023	54125	\$ 560.00	FRESNO MOBILE RADIO INC.	GENERAL	(40) POLICE DEPARTMENT RADIOS FOR OCTOBER 2023
November 17, 2023	54126	\$ 324.32	GRAINGER INC.	WATER	MOTOR, 1HP, 56,115/208-230V, ODP, ODP, 3450 RPM- AIR PUMP WTP
November 17, 2023	54127	\$ 325.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT STATISTICS FOR OCTOBER 2023 (PD)
November 17, 2023	54128	\$ 1,878.77	SIMPLOT GROWER SOLUTIONS	GENERAL,WATER,STREETS	(10) GAL AGRI STAR OXYSTAR 4L, (15) GAL PROWL H20
November 17, 2023	54129	\$ 90.00	MENDOTA 1 SMOG	GENERAL	CHECK NO START ON RIDING LAWN MOWER

CITY OF MENDOTA
CASH DISBURSEMENTS
11/08/23 - 12/04/23
CK# 054098 - 054217

November 17, 2023	54130	\$ 96,011.21	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES FOR OCTOBER 2023, SERVICE FOR OCTOBER 16-31 FOR CITY YARD
November 17, 2023	54131	\$ 1,958.41	PLATT ELETRIC SUPPLY	STREETS	(3) ATA ORMF10L4K, (10) IMT EK4036S 105-305 BUTTON, (5) LMK LAS45S-T4 4K ADJ LUMEN
November 17, 2023	54132	\$ 9,500.00	PRICE PAIGE & COMPANY CERTIFIED	GENERAL,WATER,SEWER, STREETS, REFUSE	PROF SERV RENDERED: JUNE 30 2023 AUDITED FINANCIAL
November 17, 2023	54133	\$ 41.16	R.G. EQUIPMENT COMPANY	GENERAL	(1) DRIVE BELT-V, RIBBED1-25 & ENGINE FEARBOX BLADE
November 17, 2023	54134	\$ 620.00	RED WING BUSINESS ADVANTAGE	WATER, SEWER	(4) BOOT REPLACEMENT PER MOU: D.ALVARO, D.RODRIGUEZ, J.CONDE,C.CHAVEZ
November 17, 2023	54135	\$ 574.14	THOMAS BACKFLOW	WATER	(15) BACKFLOW TESTING & (2) REPAIRS- WTP & LOZANO PARK
November 17, 2023	54136	\$ 589.49	SITEONE LANDSCAPE SUPPLY LLC	GENERAL	(50) RAIN BIRD NOZZLE ORTER CIRCLE 10FT 90 DEGREE, (1) IRRITROL CONTROLLER RAIN DIAL
November 17, 2023	54137	\$ 5,276.32	SORENSEN MACHINE WORKS	GENERAL,WATER,SEWER, STREETS	CITYWIDE DEPARTMENT SUPPLIES OCTOBER 2023
November 17, 2023	54138	\$ 495.00	THE BUSINESS JOURNAL	GENERAL	NOTICE OF INVITING BIDS - (1) LARGE FORMAT PRINTER, NOTICE INVITING BIDS - (2) NEW LAWNMOWERS
November 17, 2023	54139	\$ 120.00	TOP DOG TRAINING CENTER	GENERAL	MONTHLY MAINTENENCE: VACA & YAHNOSCH K-9 SERVICE (PD)
November 17, 2023	54140	\$ 5,000.00	TOWNSEND PUBLIC AFFAIRS, INC.	GENERAL,WATER,SEWER	CONSULTING SERVICES FOR MONTH OF NOVEMBER 2023
November 17, 2023	54141	\$ 200.00	UNITED HEALTH CENTERS	WATER, SEWER	PRE-EMPLOYMENT PYSICAL EXAM PUBLIC WORKS
November 17, 2023	54142	\$ 263.98	USA BLUEBOOK	SEWER	(1) 16 GALLON ECONOMY WASTE BAG CASE OF 500 WHITE, (12) PURELL INSTANT HAND CLEANSER 12OZ PUMP BOTTLE
November 17, 2023	54143	\$ 1,013.30	VERIZON WIRELESS	GENERAL,WATER,SEWER	CITYWIDE CELL SERVICE 10/13/2023 - 11/31/2023
November 17, 2023	54144	\$ 680.20	VETERINARY MEDICAL CENTER	GENERAL	(15) CITY EUTHANASIAS, (1) MEDICAL WASTE DISPOSAL FEE
November 17, 2023	54145	\$ 1,710.41	VULCAN MATERIALS COMPANY	STREETS	(10.16) ST 3/8 CM SC3000 AGG & ASPHALT, (5.8) COLD MIX 3/8 SC8 AGG & ASPHALT- POTHOLES
November 21, 2023	54146	\$ 153,942.00	CITY OF MENDOTA PAYROLL	GENERAL	PAY ROLL TRANSFER 11/06/2023 - 11/19/2023
November 21, 2023	54147	\$ 91,914.00	BB LIMITED	WATER	FY 22/23 1ST INSTALL- LEASE AGREEMENT ANNUAL RENT
November 21, 2023	54148	\$ 280.00	ABIGAIL GARCIA	GENERAL	(8) SAND CITY HALL LOGO SWEATERS
November 21, 2023	54149	\$ 33,505.92	GUTHRIE PETROLEUM INC	GENERAL, WATER, SEWER, STREETS	(3682) BLK DIESEL FUEL NO.2, (4772) BLK UNLEAD GASOLINE
November 21, 2023	54150	\$ 306.49	LEAF	GENERAL,WATER,SEWER	(2) KYROCERA COPIER SYSTEM PAYMENTS NOVEMBER 2023
November 21, 2023	54151	\$ 2,159.74	MUTUAL OF OMAHA	GENERAL	LIFE AD&D, LTD, STD INSURANCE FOR DECEMBER 2023
November 21, 2023	54152	\$ 123,628.70	SURVEILLANCE INTEGRATION	GENERAL, WATER,SEWER, REFUSE	COM COMMUNITY VIDEO POLICING, NEW PD&CC VIDEO SECURITY SYSTEM, NEW PD & CC ACCESS CONTROL SYSTEM- 50% DOWN
November 28, 2023	54153	\$ 298.32	DAVID MALDONADO	GENERAL	PAYROLL #: 23, REPLACEMENT CHECK
November 28, 2023	54154	\$ 8,876.60	ADAMSON POLICE PRODUCTS	GENERAL	(5) CONVERSION KIT, (8) GROIN PROTECTOR MALE (3) FEMALE PROTECTION
November 28, 2023	54155	\$ 70.99	ADT SECURITY SERVICES	WATER	SECURITY SERVICES FOR WTP 12/04/2023 - 01/03/2024
November 28, 2023	54156	\$ 33,882.04	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR DECEMBER 2023
November 28, 2023	54157	\$ 517.28	AFLAC	GENERAL	AFLAC INSURANCE FOR NOVEMBER 2023
November 28, 2023	54158	\$ 15.73	AUTOZONE, INC.	GENERAL	(1) 5G BUCKET& TURTLE WAX MAX POWER CAR WASH (PD)
November 28, 2023	54159	\$ 775.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	TICKET#: 444291, 446179 - ANIMAL CONTROL DISPSAL (PD)
November 28, 2023	54160	\$ 4,050.00	CAL-OSHA PENALTIES	GENERAL	CIVIL PENALTIES - N01541169 - MENDOTA POLICE DEPT # 1 & 2, INSPECTION DATE: 7/12/2021, CITATION DATE: 08/06/21,
November 28, 2023	54161	\$ 42.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL MENDOTA (PD)
November 28, 2023	54162	\$ 505.40	COMCAST BUSINESS	GENERAL	FRESNO COUNTY SHERIFF MENDOTA PD CIRCUIT NOVEMBER 2023

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November 28, 2023	54163	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING, DAILY NOTICE NOVEMBER 2023
November 28, 2023	54164	\$ 9,959.24	EMPLOYER DRIVEN INSURANCE SERV	GENERAL	BILLING SUMMARY FOR DECEMBER 2023, CLAIMS PAID FOR OCTOBER 2023
November 28, 2023	54165	\$ 390.00	iCAD INC.	WATER	SERVICE AGREEMENT 23957& SERVICE WORK
November 28, 2023	54166	\$ 23,421.63	LIGHTHOUSE ELECTRICAL INC	WATER	L7740 WELL5 VFD CP INTERGRATIN.INVOICE#: 2 OF 4 20%, (2.5) SERVICE WORK (1.25) OT (86)TRAVEL SALES TAX
November 28, 2023	54167	\$ 74.89	MENDOTA 1 SMOG	GENERAL	2018 FORD POLICE INTERCEPTOR: OIL CHANGE (PD)
November 28, 2023	54168	\$ 5,950.00	NHA ADVISORS, LLC	SEWER	2021 WWTP REFUNDING REV BOND, 2022 LEASE REV, REPORT, 2021 WWTP REFUNDING REVENUE BONDS, AUTHOR & OBLIGOR
November 28, 2023	54169	\$ 1,725.40	NORTHSTAR CHEMICAL	WATER	(2.98) SODIUM HYPOCHLORITE 12.5% MILL A
November 28, 2023	54170	\$ 23,420.14	PG&E	GENERAL,WATER, STREETS	WATER UTILITIES FOR 10/09/2023 -11/06/2023
November 28, 2023	54171	\$ 1,305.00	PROVOST & PRITCHARD	GENERAL	PASS-THRU: SEPTEMBER.2023 21-10 CARBALLO APARTMENTS
November 28, 2023	54172	\$ 1,040.94	PURCHASE POWER	GENERAL,WATER,SEWER	POSTAGE METER REFILL 11/09/2023
November 28, 2023	54173	\$ 130.00	RAMON'S TIRE & AUTO	GENERAL	2020FORD: UNIT88 TIRE REPAIR INSIDE PATCH, 2023DODGE DURANGO: TIRE REPAIR INSIDE PATCH (PD)
November 28, 2023	54174	\$ 15,648.51	RRM DESIGN GROUP	GENERAL,WATER,SEWER	POLICE DEPARTMENT CONSTRUCTION DOCS 11/20/2023
November 28, 2023	54175	\$ 1,065.77	THE HOME DEPOT CREDIT CARD	GENERAL,WATER,STREETS	(1) REFRIGERATOR WATER FILTER - CH, (10) TOGGLED 48" 16W 6500K DIM LED 2PK,(1) STRAINER, (2) 3HAND PUMP W/6' HOSE
November 28, 2023	54176	\$ 150.64	UNIFIRST CORPORATION	GENERAL,WATER,SEWER	(1) WET MOP LARGE, (2) MOPS UNFRAMED, (40) TERRY CLOTHS
November 28, 2023	54177	\$ 150.00	VORTAL	GENERAL,WATER,SEWER	HOSTING & MAINTENANCE NOVEMBER 2023
November 28, 2023	54178	\$ 1,100.57	VULCAN MATERIALS COMPANY	STREETS	(12.16) 1/2IN HMA TYPE A, AGG & ASPHALT
December 4, 2023	54179	\$ 576.58	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	INSTAL&SERVICE CHARGE FOR DMV ALARM SYSTEM-BATTERY, SECURITY SERVICES FOR CH AND DMV 12/13/2023-01/12/2024
December 4, 2023	54180	\$ 49.46	AIRGAS USA, LLC	WATER	RENT CYL IND SMALL CARBON DIOXIDE OCTOBER 2023
December 4, 2023	54181	\$ 66.00	ALTA LANGUAGE SERVICES, INC.	WATER,SEWER	LISTENING&SPEAKING TEST- 08/21/2023
December 4, 2023	54182	\$ 514.49	ARAMARK	GENERAL,WATER,SEWER	PUBLIC WORKS UNIFORM SERVICE FOR 11/16/2023, 11/23/2023, 11/30/2023
December 4, 2023	54183	\$ 703.65	AT&T	GENERAL, WATER, SEWER	CITYWIDE TELEPHONE SERVICES 10/25/2023 -11/24/2023
December 4, 2023	54184	\$ 500.00	AZTEC SHOP	GENERAL	(50) HATS FOR PUBLIC WORKS
December 4, 2023	54185	\$ 2,326.06	BADGER METER	WATER	BEACON SERVICES FOR NOVEMBER 2023
December 4, 2023	54186	\$ 538.00	BSK ASSOCIATES	WATER, SEWER	WW WEEKLY GRAB SAMPLE BOD,TDS 11/07/2023, GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 11/07/2023
December 4, 2023	54187	\$ 250.00	CHRISTOPHER CARBAJAL	GENERAL	REIMBURSEMENT DEPOSIT FOR SPORTSFIELD- BASEBALL
December 4, 2023	54188	\$ 1,049.41	CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	ENHANCEMENT SERVICES FEE MOMS DECEMBER 2023
December 4, 2023	54189	\$ 2,704.90	CORE & MAIN LP	WATER	(4) 18 SIGMA SLDEP18, (4) 18 MJ REGULAR REPAIR KIT
December 4, 2023	54190	\$ 1,146.86	DELTA SAND, GRAVEL & RECYCLING	WATER	(4.30) 1 1/2"RIVER ROCK, (5.28) RIVER SAND,WATER LEAK
December 4, 2023	54191	\$ 736.96	FRESNO CHRYSLER DODGE JEEP RAM	WATER,SEWER, STREETS	2018 RAM 1500- TIRE PRESSURE CHECK,SERVICE CHECK
December 4, 2023	54192	\$ 550.00	ANDRES GODOY TAMAYO	GENERAL	REIMBURSEMENT DEPOSIT FOR USE OF AIRPORT- DANCE
December 4, 2023	54193	\$ 550.00	RAMON GONZALEZ	GENERAL	DEPOSIT REIMBURSEMENT FOR USE OF AIRPORT- RACING
December 4, 2023	54194	\$ 340.92	GRAINGER INC.	WATER	(1) AIR COMPRESSOR MOTOR 3HP 3450 RPM-WTP
December 4, 2023	54195	\$ 2,139.85	GRISWOLD INDUSTRIES	WATER	(2) CK2 1/4"BALL VALVE STAINLESS STEEL,(1) TESP

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December 4, 2023	54196	\$ 234.25	HARBOR FREIGHT TOOLS	WATER, SEWER, STREETS	(3) 4-WAY 5' TRAILER LIGHT WIRE KIT,(3)5/16INX20FT
December 4, 2023	54197	\$ 4,122.50	ICAD INC.	WATER	SERVICE WORK FOR AGREEMENT 26310, SERVICE AGREEMENTS 23960,23959-EMERGENCY WELL 9
December 4, 2023	54198	\$ 100.00	LLANOS, GABRIEL	WATER, SEWER	REIMBURSEMENT FOR 1-DOT PHYSICAL
December 4, 2023	54199	\$ 853.34	MID VALLEY DISPOSAL, INC	REFUSE	PUBLIC WORKS REFUSE SERVICE 11/1-15/23
December 4, 2023	54200	\$ 300.00	EUGENIO MORALES RODRIGUEZ	GENERAL	REIMBURS.DEPOSIT FOR ROJAS-PIERCE PARK-PREACHING
December 4, 2023	54201	\$ 21,271.25	PG&E	GENERAL,WATER,SEWER, STREETS	CITYWIDE UTILITIES FOR 10/09/23-11/06/23
December 4, 2023	54202	\$ 75,015.70	PROVOST & PRITCHARD	GENERAL,WATER,SEWER, STREETS	PROF SERV: MENDOTA AIRPORT CONCEPTUAL PLAN OCTOBER 2023, PROF SERV:STORMWATER IMPROVT PROJ. OCTOBER 2023
December 4, 2023	54203	\$ 32,190.49	R.G. EQUIPMENT COMPANY	GENERAL	(2) OIL FILTER CARTRIDGE, (2) OIL FILTER, (2) 60" ZMASTER 6000 SERIES 26.5 KOHLER EFI MOWERS
December 4, 2023	54204	\$ 2,019.13	SIERRA DISPLAY, INC.	GENERAL	(110) 4"SHINY GOLD, (70) 5.5"SHINY RED, (27) 8"RED MATT
December 4, 2023	54205	\$ 1,651.73	SITEONE LANDSCAPE SUPPLY LLC	GENERAL	(9) HUNTER PGJ ADJUST. ROTOR 4IN,(20) RAIN BIRD, (15) HUNTER PGJ ADJ. ROTOR 4IN, (4) RAIN BIRD FIELD
December 4, 2023	54206	\$ 399.96	UNION PACIFIC RAILROAD COMPANY	STREETS	ROADWAY - RENT: 10TH & MARIE, N OF BELMONT, MARIE STREET
December 4, 2023	54207	\$ 78.21	STATE OF CALIFORNIA	STREETS	SIGNALS & LIGHTING BILLING JULY - SEPTEMBER 2023
December 4, 2023	54208	\$ 983.25	BANKCARD CENTER	GENERAL, WATER, SEWER	ADOBE, AMAZON, GOMEZ RESTAURANT, CHEWY.COM, MICROSOFT
December 4, 2023	54209	\$ 535.00	MARK ANTHONY DUARTE	GENERAL,WATER, SEWER	PEST CONTROL SERVICES FOR ROJAS PIERCE, CH/DMV/YOUTH CENTER, WATER DIV.BLDS, PUBLIC WORKS, PD, 11/28
December 4, 2023	54210	\$ 56,368.76	THE BANK OF NEW YORK MELLON	SEWER	MJPFA WASTEWATER REFUNDING REVENUE BOND SERIES 2021 INTEREST
December 4, 2023	54211	\$ 474.22	USA BLUEBOOK	WATER,SEWER	(2) HEAVY DUTY TRASH BAGS, (1) HEAVY DUTY TRASH BAGS, (2) BUFFER PACK
December 4, 2023	54212	\$ 300.00	CONNIE VIRAMONTES	GENERAL	REIMBURSEMENT FOR ROJAS PIERCE PARK DEPOSIT- DAY OF DEAD
December 4, 2023	54213	\$ 4,210.10	WANGER JONES HELSLEY PC ATTORN	GENERAL	LEGAL SERV: CITY ATTORNEY: SPECIAL LEGAL FEES OCTOBER 2023
December 4, 2023	54214	\$ 64.80	WECO	GENERAL, WATER, SEWER	RENT CYL ACETYLENE #4,OXYGEN D, OXYGEN K NOVEMBER 2023
December 4, 2023	54215	\$ 14.60	GREGORIO DON MIGUEL	WATER	MO CUSTOMER REFUND FOR DON0001
December 4, 2023	54216	\$ 13.25	HILDA MARTINEZ	WATER	MO CUSTOMER REFUND FOR MAR0158
December 4, 2023	54217	\$ 62.54	MARY YOUNG	WATER	MO CUSTOMER REFUND FOR YOU0001
		\$ 1,159,654.66			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, PE – CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AWARDING THE CONSTRUCTION CONTRACT FOR THE FLEMING AVENUE AND MCCABE AVENUE RECONSTRUCTION PROJECT TO DOUG ROSS, INC. DBA CENTRAL VALLEY ASPHALT IN THE AMOUNT OF \$414,000.00
DATE: DECEMBER 12, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-79, awarding the construction contract for the Fleming Avenue and McCabe Avenue Reconstruction Project to Doug Ross, Inc. dba Central Valley Asphalt in the amount of \$414,000.00?

BACKGROUND

At its June 27, 2023 regular meeting, the City Council directed staff to prepare construction documents for the reconstruction of Fleming Avenue between Rowe Avenue and Sorensen Avenue, and McCabe Avenue between Rowe Avenue and Sorensen Avenue (the “Project”).

Provost & Pritchard Consulting Group was retained to provide land surveying and engineering design services for the Project and they have prepared plans and specifications for bidding and construction of the project. During the design process of the Project, it was determined that the portion of Sorensen Avenue between Holmes Avenue & McCabe Avenue could also be added to scope of the Project.

The request for bids was initially advertised in the Business Journal and construction documents (plans and specifications) were made available to contractors through local Builder’s Exchanges on Friday, November 3, 2023 and again on Friday, November 10, 2023. On Monday, November 27, 2023 at 2:00 p.m. the public bid opening was held in the City Council Chambers. Five general contractors attended and submitted bids, along with staff and the City Engineer. The bids were as follows:

CONTRACTOR	BASE BID AMOUNT
Dave Christian Construction Co.	\$524,754.50
Avison Construction, Inc.	\$607,336.00
Terra West Construction	\$421,938.00
Emmett Valley Construction, Inc.	\$462,039.00
Central Valley Asphalt	\$414,000.00

ANALYSIS

The three selected street sections of the City of Mendota (“City”) street system that have been identified as being in failed condition and priority projects for use of Senate Bill 1/Road Maintenance and Rehabilitation Account (“SB1/RMRA”) funding.

Staff has reviewed the submitted bid packages. The apparent lowest bidder is Doug Ross, Inc. dba Central Valley Asphalt and their bid package was reviewed and found to be complete and responsive. While not required, their bid does help achieve the City’s Disadvantaged Business Enterprise (“DBE”) goal of 2% by including a DBE subcontractor performing 10.8% of the project.

This project is scheduled to start on December 18, 2023 and be completed in early February; weather dependent.

FISCAL IMPACT

These streets are functionally classified as “local” streets and are therefore not eligible for federal funding. The City intends to utilize their balance of accumulated SB1/RMRA funds for delivery of this project. The total estimated project cost for this project was \$450,000, and the bids received provide a good value to the City. The RMRA funds received to date are approximately \$978,400 and the City expended approximately half of that on the recent 2022 Local Street Reconstruction Project; therefore, SB1/RMRA funds will be sufficient to completely fund this project. Use of the local Street Funds are included in the Fiscal Year 2023/2024 Budget. This project will not impact the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-79, awarding the construction contract for the Fleming Avenue and McCabe Avenue Reconstruction Project to Doug Ross, Inc. dba Central Valley Asphalt in the amount of \$414,000.00.

Attachment:

1. Resolution No. 23-79

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AWARDED
THE CONSTRUCTION CONTRACT FOR
THE FLEMING AVENUE AND MCCABE
AVENUE RECONSTRUCTION PROJECT
TO DOUG ROSS, INC. DBA CENTRAL
VALLEY ASPHALT IN THE AMOUNT
OF \$414,000.00**

RESOLUTION NO. 23-79

WHEREAS, the City of Mendota (“City”) owns and maintains the public street right-of-way of Fleming Avenue, McCabe Avenue, and Sorensen Avenue; and

WHEREAS, the City has approximately \$450,000.00 in Road Maintenance and Rehabilitation Account (“SB1/RMRA”) funds available for use to repair and maintain local streets; and

WHEREAS, Fleming Avenue and McCabe Avenue have functional classifications as “local” streets; and

WHEREAS, Resolution No. 23-34 adopted a list of projects for fiscal year 2023-2024 to be funded by SB1; and

WHEREAS, at the June 27, 2023, regular City Council meeting, the City Council directed City staff to proceed with a local street reconstruction project that includes Fleming Avenue from Rowe Avenue to Sorensen Avenue; McCabe Avenue from Rowe Avenue to Sorensen Avenue; and Sorensen Avenue from Holmes Avenue to McCabe Avenue (the “Project”); and

WHEREAS, on November 3 and November 10, 2023, notice was published in The Business Journal and regional Builder’s Exchanges notifying all interested parties to submit bids for the Project; and

WHEREAS, a public bid opening was held promptly after the deadline published in the City’s notice on Monday, November 27, 2023, at 2:00 p.m. in the Mendota City Council Chambers; and

WHEREAS, five (5) companies submitted bids before the deadline; and

WHEREAS, Doug Ross, Inc. dba Central Valley Asphalt, was the apparent lowest bidder whose proposal was found to be responsive; and

WHEREAS, Doug Ross, Inc. dba Central Valley Asphalt has performed responsibly on past projects for the City; and

WHEREAS, the City has sufficient local street funds available to fund the Project's total construction cost.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota awards the construction contract for the Project to Doug Ross, Inc. dba Central Valley Asphalt in the amount of \$414,000.00 and authorizes the City Manager or his designee to execute all documents necessary for the completion of the Project.

BE IT FURTHER RESOLVED, that the proposed Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15302 (California Code of Regulations, tit. 14, § 15302) because it proposes to replace an existing and fully-functional but deteriorated city street with new improvements in the same location utilizing the same existing public right-of-way and serving the same function; not increasing the capacity of the street. Accordingly, the City Clerk is directed to file a notice of exemption.

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 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE CONSULTANT SERVICES AGREEMENT AND PROPOSAL FROM PROVOST & PRITCHARD ENGINEERING GROUP, INC. FOR LAND SURVEYING AND ENGINEERING SERVICES FOR THE AMADOR AVENUE AND SMOOT STREET EXTENSION PROJECT
DATE: DECEMBER 12, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-80, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Land Surveying and Engineering Services for the Amador Avenue and Smoot Street Extension Project?

BACKGROUND

The City has been awarded \$108,416.00 in Congestion Mitigation and Air Quality (“CMAQ”) funding and \$677,454.00 in Surface Transportation Block Grant (“STBG”) funding for the construction of the Amador Avenue and Smoot Street Extension Project (the “Project”) which includes the construction of partial width street extension to link Amador Avenue to Smoot Street to help relieve congestion from Las Palmas subdivision and provide better pedestrian access to Rojas-Pierce Park.

ANALYSIS

Amador Avenue and Smoot Street are both Collector streets in the western part of the City of Mendota that will serve the Las Palmas subdivision as well as Rojas-Pierce Park and McCabe Elementary School. The project will extend Amador Avenue to the south and Smoot Street to the east, around Rojas-Pierce Park, with a partial width street section that will allow for two lanes of vehicular traffic and paved pedestrian walkway.

The design will be coordinated with any potential development in the area and will require the acquisition of right of way from Westlands Water District.

This project is covered under CEQA through the Initial Study/Mitigated Negative Declaration document adopted for the Rojas-Pierce Park Expansion Project.

FISCAL IMPACT

The total cost of the project is estimated to be \$934,367.00. The City was awarded \$108,416.00 in CMAQ funding and \$677,454.00 in STBG funds for the construction contract (CON) costs of the project. Since these are toll credits, there is no local match requirement. The City will utilize other local transportation funding sources (primarily Gas Taxes) to pay for the cost of surveying,

engineering, environmental clearances (PE/ROW); and construction engineering and testing (CE).

This project will not impact the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-80, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Land Surveying and Engineering Services for the Amador Avenue and Smoot Street Extension Project.

Attachments:

1. Resolution No. 23-80
2. Exhibit "A" – Consultant Services Agreement
3. Exhibit "B" – Proposal

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE CONSULTANT SERVICES AGREEMENT
AND PROPOSAL FROM PROVOST &
PRITCHARD ENGINEERING GROUP, INC.
FOR LAND SURVEYING AND ENGINEERING
SERVICES FOR THE AMADOR AVENUE AND
SMOOT STREET EXTENSION PROJECT**

RESOLUTION NO. 23-80

WHEREAS, the City of Mendota (“City”) has been awarded \$108,416.00 in Congestion Mitigation and Air Quality (“CMAQ”) funding and \$677,454.00 in Surface Transportation Block Grant (“STBG”) funds for the construction of the Amador Avenue and Smoot Street Extension Project (the “Project”) which includes the southerly extension of Amador Avenue and easterly extension of Smoot Street around Rojas-Pierce Park; and

WHEREAS, construction of the Project is programmed on the Federal Transportation Improvement Program (“FTIP”) for Federal Fiscal Year 2023-2024 and is planned for Spring/Summer 2024; and

WHEREAS, the City agreed to meet Project deadlines under Assembly Bill 1012 in Resolution No. 21-70; and

WHEREAS, the City intends to retain the City Engineer, Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group (the “Contractor”) to provide land surveying and engineering services necessary to prepare construction-ready bid documents, acquire necessary right of way, and submit the Request for Authorization to Caltrans for the Federal funding for construction; and

WHEREAS, the Project is covered under CEQA by the Initial Study/Mitigated Negative Declaration document adopted by the City for the Rojas Pierce Park Expansion (State Clearinghouse No. 2019069031); and

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

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

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

CONSULTANT SERVICES AGREEMENT

CSA NO:

City of Mendota

Client/Agency

Cristian Gonzalez

Attention

City of Mendota

Bill to

643 Quince Street

Billing Address

Mendota, CA 93640

City, Zip Code

Amador & Smoot Extension Project

Project Title

Proposal No.

(559) 655-3291 x105

Telephone

(559) 655-4064

Fax

cristian@cityofmendota.com

Email

Mendota, CA

Location

DESCRIPTION OF SERVICES

Please refer to the attached proposal dated December 5, 2023, "Engineering Services for the Extension of Amador Avenue and Smoot Avenue, Mendota, California."

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

TERMS AND CONDITIONS

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

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

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual,

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royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

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

LIMITATIONS

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

INDEMNIFICATION

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

the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

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

LIMITATION OF LIABILITY

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

DISPUTE RESOLUTION

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

CONSTRUCTION PROJECTS

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

SUSPENSION AND TERMINATION

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

- Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
 28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
 29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
 30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
 31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and

properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.

- 39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

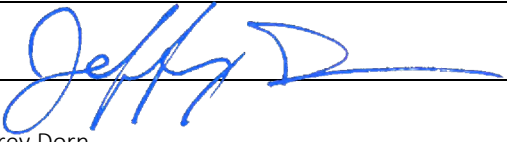
City of Mendota
Client/Agency

By
Cristian Gonzalez
Name

City Manager
Title

Date Signed

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


Jeffrey Dorn
Name

Director of Operations
Title

12/6/2023
Date Signed

EXHIBIT B

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700
www.provostandpritchard.com

December 5, 2023

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

Subject: Engineering Services for the Extension of Amador Avenue and Smoot Avenue, Mendota, California

Dear Cristian Gonzalez:

Thank you for the opportunity to submit this proposal to provide engineering services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables, and approximate schedules, sets forth our assumptions, and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

We understand that the extension and connection of Amador Avenue and Smoot Avenue is now a priority project for the City. The project will connect Amador Avenue and Smoot Avenue by extending the asphalt pavement on Amador Avenue by approx. 500 linear feet and Smoot Avenue by approx. 1,325 linear feet. Currently, the primary exits from the Las Palmas neighborhood are through Black Avenue at Sorensen Avenue or Holmes Avenue at Sorensen Avenue, both originally designed for lower traffic volumes. Due to congestion, some residents use a dirt road connecting Amador Avenue to Smoot Avenue to the south. This project aims to eliminate dust, alleviate congestion on Black Street and Holmes Avenues, and enhance access to the play fields at Rojas Pierce Park. The City will use CMAQ and STBG TPP funds and local transportation funds for the project.

SCOPE OF SERVICES

Our proposed scope of work for this proposal will be in a single phase, described below.

PHASE PSE: PLANS, SPECIFICATIONS, AND COST OPINION

- Conduct Site investigation for the purposes of preparing construction documents.
 - a. Field Topographic Survey
 - b. Geotechnical Investigation
- Review findings and recommendations of Geotechnical Engineer's investigation and determine the appropriate method of construction.
- The design of street improvements includes pavement, striping, and limited curb & gutter improvements. Due to funding limitations, the project may only build a partial section; wide enough for two lanes of traffic, but not a full roadway cross section.
- We will coordinate with Westlands Water District and/or the potential land developer to obtain the necessary right of way (ROW) either as an easement or in fee. Because it does not look like the ROW will be dedicated to the City via the mapping process of a development and because this project will utilize Federal Funding, we are

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required to use the services of an authorized Right of Way Agent which will be a subcontractor to us to acquire the ROW.

- Prepare plans, specifications, and engineer's opinion of probable construction cost (PS&E). Plans will be double-window with a plan and profile view, at a scale of 1"=20' to allow for adequate illustration of detail. Specifications will be in CSI format.
- We anticipate one preliminary submittal to the City for review when PS&E is approximately 50% complete, to discuss and agree on the approach to deal with any unique site issues. After review is complete, we will generate 100% final construction documents ready for use in bidding.
- We will coordinate with Caltrans and FCOG, preparing all necessary forms and information required for the Request for Authorization to use the Federal CMAQ & STBG funds for construction. This includes environmental, utility and right of way clearances.
- We will administer the bidding process, responding to bidding contractor's requests for information, holding the public bid opening and reviewing submitted bids to prepare a recommendation of award of the construction contract by the City Council.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this Phase for the **fixed fee amount of \$97,000**. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

SCHEDULE

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare the construction documents for submittal in approximately (8 to 10) weeks. Right of Way acquisition will be the critical path item and we will start this coordination early; however, we cannot control how responsive WWD will be. The target is to submit the Request for Authorization by May 2024 and construction to proceed in early summer 2024.

ASSUMPTIONS

- This project is covered under CEQA by the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for Rojas Pier Park Expansion (SCH No. 2019069031)
- No existing wet utilities, such as sewer, water, or storm drain will need to be designed or replaced as a part of this project, other than adjustment of lids and manholes covers to match finished grade.
- Construction limits for this project will not extend into the Caltrans State Route 33 (Derrick Avenue) nor State Route 180 (Oller Street) rights of way; therefore, coordination with Caltrans Encroachment Permits office is not anticipated.
- If the scope of services requires Consultant to estimate quantities, areas and/or volumes for construction, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry and will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable

construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

ADDITIONAL SERVICES

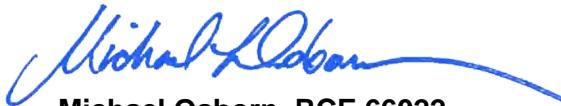
The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Street lighting, street tree, or landscape design.
- Construction testing or staking services.
- Construction administration, management, or observation services.
- Clarifications, adjustments, modifications and other changes due to field and other conditions that change by the time project construction occurs.
- All of the costs of preparation, examination and filing of Record of Survey or Corner Record.
- Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies.
- Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant.

TERMS AND CONDITIONS

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

Sincerely Yours,
Provost & Pritchard Consulting Group



Michael Osborn, RCE 66022
Project Manager



Jeff Dorn, RCE 76749
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By City of Mendota

Signature	Date
Christian Gonzalez City Manager	

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING AN AGREEMENT WITH THE COUNTY OF FRESNO FOR THE ROJAS-PIERCE PARK, PHASE II COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 23471
DATE: DECEMBER 12, 2023

ISSUE

Should the City Council approve Resolution No. 23-81, approving an agreement with the County of Fresno for the Rojas-Pierce Park, Phase II Community Development Block Grant Project No. 23471?

BACKGROUND

The U.S. Department of Housing and Urban Development (“HUD”) and the County of Fresno (“County”) provides Community Development Block Grants (“CDBG”) for Partner Cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger and Selma to improve the quality of life in city low- and moderate-income neighborhoods. Each fiscal year, the participating cities are eligible to apply for an annual allocation of CDBG funding based on the County’s formula for each city.

ANALYSIS

The City of Mendota (“City”) submitted an application to the County of Fresno for the expansion of the Rojas-Pierce Park. The County is able to provide \$286,872.00 in CDBG funds needed for the project from the City’s 2023-2024 CDBG allocation (\$259,712.00), and from the City’s remaining balance of CDBG funds (\$27,160.00). Since the project is consistent with the objectives of the County’s Consolidated Plan, an agreement has been prepared for approval of the City Council.

The City will use the CDBG funding for installation of a newly constructed concession stand/restroom building with supporting utilities.

FISCAL IMPACT

\$286,872.00 to the General Fund for the Rojas-Pierce Park Expansion Project. The overall project is estimated to cost \$563,250.00. The balance of the cost will be paid for by Prop 68 Per Capita (\$185,000.00), advancement of 2024/25 CDBG funds (\$75,000.00) and Park Development Impact Fees (\$16,378.00).

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-81, approving an agreement with the County of Fresno for the Rojas-Pierce Park, Phase II Community Development Block Grant Project No. 23471.

Attachments:

1. Resolution No. 23-81
2. Exhibit "A" - Agreement between the County of Fresno and City of Mendota

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT WITH THE COUNTY OF
FRESNO FOR THE ROJAS-PIERCE PARK,
PHASE II COMMUNITY DEVELOPMENT BLOCK
GRANT PROJECT NO. 23471**

RESOLUTION NO. 23-81

WHEREAS, the City of Mendota (“City”) is a participating member in the Fresno County Joint Powers Authority, administered by the County of Fresno (“County”), and eligible to apply for grant funding to support various programs and projects; and

WHEREAS, the City has submitted an application to the County for the expansion of the Rojas-Pierce Park with \$286,872.00 in grant funding available for fiscal years 2023-2024; and

WHEREAS, if received, the grant funds will allow the construction of a new concession stand/restrooms with supporting utilities; and

WHEREAS, the proposed Rojas-Pierce Park expansion project is consistent with the objectives of the County’s Consolidated Plan and Community Development Block Program, and the County is ready to move forward by executing an agreement with the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves an agreement with the County of Fresno for the Rojas-Pierce Park Phase II Community Development Block Grant Project No. 23471, in substantially the form attached hereto as Exhibit “A”, and authorizes the City Manager, or his designee, to execute the agreement and any matters relating thereto.

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 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

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AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2024 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF MENDOTA ("City").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant ("CDBG") Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the City has submitted the Mendota Rojas Pierce Park, Phase II Project No. 23471 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that the total cost of the Project is \$563,250, and the City has committed local and other funds to the Project in the amount of \$276,378, and is in need of \$286,872 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$286,872 in CDBG funds needed for the Project from the City's 2023-2024 CDBG allocation (\$259,712) and from the City's remaining balance of CDBG funds (\$27,160); and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2023-2024 Annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the construction of a new building containing restrooms and concessions with associated utility services at Mendota Rojas Pierce Park. The Project is located on the north side of Smoot Avenue, between Gregg Court and Amador

1 Street, in Mendota. The improvements will provide expanded recreational facilities for the
2 residents of the City.

3 B. The Project site is owned by the City.

4 C. The work to be funded with CDBG funds is as follows:

5 1. Obtain all necessary permits.

6 2. Perform all necessary design engineering, including, but not limited
7 to, surveying; testing; preparation of plans, specifications, and cost estimates, bid documents and
8 a cost or price analysis; review of bids and recommendation for award.

9 3. Prepare and advertise Project bid notices and award construction
10 contracts including, but not limited to, the printing of bid documents; publishing of notices; and
11 preparation of bid summary.

12 4. Perform all construction engineering including, but not limited to,
13 shop drawing review and approval; contract change order preparation; surveying; staking;
14 inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance; and
15 contract administration.

16 5. Provide related eligible improvements.

17 D. The Project budget is estimated by the City as follows:

18	Construction	\$411,850
19	Design & Construction Engineering	67,000
	Contingency, Permits & Misc.	<u>84,400</u>
20	Total	\$563,250

21 E. Notwithstanding the City's estimates described in the above-described
22 Project budget, payments for the Project from CDBG funds shall be limited to the City's actual
23 costs expended by the City, and in any event shall not exceed the total amount of \$286,872. In the
24 event CDBG funds are not sufficient, the City shall complete the Project using its own funds.

25 F. The proposed funding for the Project shall be provided from the following
26 sources:

27	CDBG	\$286,872
28	Local Financial Contribution	<u>276,378</u>
	Total	\$563,250

1 G. Prior to any proposed changes that may occur which would modify the
2 scope of the Project, the City shall submit a written request to the County. The City shall send its
3 written request to:

4 Community Development Grants
5 County of Fresno
6 Department of Public Works and Planning
7 Community Development Division
8 2220 Tulare Street, 6th Floor
9 Fresno, CA 93721

10 If the Director of the County Department of Public Works and Planning (“Director”) determines the
11 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to
12 permit such modifications. The Director shall specify in a letter to the City that such modifications
13 to the scope of the Project are authorized, and if the City may proceed.

14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the City up to, but not more than, \$286,872 in
16 CDBG funds for the Project for the City’s performance of its obligations under this Agreement. All
17 funds shall be paid to the City in accordance with Section V-A of this Agreement.

18 B. The County shall review, within thirty (30) calendar days of receipt from the
19 City, the engineer selection process description and summary of the analysis, as prepared by the
20 City, to verify that a competitive process was conducted in accordance with U.S. Department of
21 Housing and Urban Development (HUD) procurement standards. If such conditions have been
22 met, the Department of Public Works and Planning, Community Development Division (Division)
23 shall specify in a letter to the City that these conditions have been met, and that the engineering
24 contract can be awarded.

25 C. The County shall review, within thirty (30) calendar days of receipt from the
26 City, the design plans and specifications for the Project, as prepared by the City, for compliance
27 with Federal regulations, and the total Project cost estimate, to determine whether sufficient funds
28 are available to complete the Project. If such conditions have been met, the Division shall specify
in a letter to the City that these conditions have been met and that the Project can be advertised.
If such conditions have not been met, the Project will not move forward unless the City receives
an approval letter from the Division.

1 D. The County shall also review, within twenty-one (21) calendar days of
2 receipt from the City, the name of the low bidder, and cost or price analysis of the low bid proposal
3 prepared by the City, to determine whether the contractor will be reasonably compensated in
4 accordance with Federal requirements, and to verify the contractor is bonded, and has not been
5 disbarred or suspended from participating in Federal projects. If such conditions have been met,
6 the Division shall specify in a letter to the City that these conditions have been met, and that the
7 contract can be awarded. If such conditions have not been met, the Project will not move forward
8 unless the City receives an approval letter from the Division.

9 E. The County shall attend the pre-construction meeting between the City and
10 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to
11 inform the City and contractor that the County will conduct field reviews to determine whether labor
12 compliance and other conditions of the construction contract are being met.

13 F. The County shall conduct periodic inspections of the Project, as may be
14 required, in the determination of the County, that the intended use and group of beneficiaries of
15 the Project, as identified by the City in the application, have not changed. Upon completion of the
16 Project, but prior to the City's acceptance of the Project, the County shall conduct a final inspection
17 of the Project. If such conditions have been met, the Division shall specify in a letter to the City
18 that the conditions of this Section have been met. If such conditions have not been met, the Project
19 will not move forward unless the City receives an approval letter from the Division.

20 G. Notwithstanding anything to the contrary in this Section II or Section III of
21 this Agreement, the County's determinations and actions under this Section II and Section III of
22 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated
23 herein, and do not relieve the City of its obligations, or lessen the City's obligations, under this
24 Agreement.

25 III. OBLIGATIONS OF THE CITY

26 A. The City shall provide any and all sums of money in excess of \$286,872
27 which may be necessary to complete the Project. For the purposes of awarding the construction
28 of the Project within the Agreement amount, the bid documents should include any proposed

1 additive or deduct alternatives.

2 B. The City shall perform, or cause to be performed, all engineering work
3 required for the Project.

4 C. In selecting an engineer to perform any engineering work required for the
5 Project, the City shall go through a competitive process in accordance with Chapter 4.10 of the
6 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
7 engineer, the City shall prepare a written description of the process, perform a cost or price
8 analysis, and submit the process description and summary of the analysis to the Division for
9 review. The City shall obtain a letter from the Division specifying that the conditions of this Section
10 have been met.

11 D. The City shall specify in agreements with its consultants that all engineering
12 work funded with CDBG funds shall become the property of the City upon payment by the City for
13 the cost of such engineering work.

14 E. The City shall furnish evidence to the satisfaction of the Division, prior to the
15 County's authorization to advertise for bids, that it has free and clear title to all parcels of real
16 property on which Project improvements will be located, with any liens or encumbrances noted,
17 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,
18 and State and local approvals required for the completion of the Project.

19 F. Upon completion of the design engineering, the City shall submit the plans
20 and specifications to the Division. The County will ensure Federal CDBG requirements have been
21 adhered to, and review cost estimates to, ensure sufficient funds are available. The City shall
22 obtain a letter from the Division specifying these conditions have been met, and that the City is
23 approved to advertise for bids to construct the Project.

24 G. The City shall advertise for bids, and shall award the construction contract
25 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
26 shall notify the County of the date, time, and location of the bid opening.

27 H. Within seven (7) calendar days following the bid opening, the City shall
28 furnish the Division with the name of the low bidder, and cost or price analysis of the low bid

1 proposal prepared by the City, so that the County may verify with the Labor Relations and Equal
2 Opportunity Division of the HUD Area Office that the low bidder is bonded and has not been
3 debarred or suspended from participating in Federal projects, and that the contractor will be
4 reasonably compensated in accordance with Federal requirements. The City shall obtain a letter
5 from the County specifying these conditions have been met, and that the City is approved to award
6 the Project for construction.

7 I. The City shall conduct a pre-construction meeting with the contractor, and
8 shall notify the Division at least ten (10) calendar days prior to the meeting, so a representative of
9 the County may attend to discuss CDBG labor compliance requirements for the Project.

10 J. The City shall require the contractor, and all subcontractors, to submit
11 labor compliance documentation, including Certified Payroll, in the manner specified by the
12 County's Labor Compliance Officer, including the use of electronic systems such as LCPtracker.

13 K. Prior to the construction start date, the City shall give written notice thereof,
14 to the Division, to include a copy of the executed contract between the City and the Contractor and
15 the Notice to Proceed.

16 L. All proposed construction contract change orders shall not proceed until
17 prior written approval has been given by the County. Request for approval of a change order(s)
18 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
19 requirements, a map depicting the location of the work addressed with the requested change order,
20 and a written certification from the City that the approval of the change order is consistent with the
21 final construction cost estimate approved by the County. In addition, the City shall certify that the
22 change order is within the scope of the Project and is necessary to complete the Project.

23 M. The City shall send its written description of the engineer selection process,
24 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,
25 public notices, and all written correspondence to:

26
27
28

1 Community Development Grants
2 County of Fresno
3 Department of Public Works and Planning
4 Community Development Division
5 2220 Tulare Street, 6th Floor
6 Fresno, CA 93721

7 N. The City shall comply with the mitigation measures, conditions and notes
8 identified in its Mitigated Negative Declaration, State Clearinghouse Number 2019069051, and in
9 Environmental Assessment No. 8064 (the "Assessment"), which was prepared by the County. A
10 copy of the Assessment shall be provided to the City.

11 O. Upon completion of the Project, the City shall notify the Division, so a
12 representative of the Division may perform an inspection of the Project to confirm that it was
13 completed in accordance with the scope of work approved and authorized pursuant to this
14 executed Agreement.

15 P. Upon approval of Project completion by the County, the City shall provide
16 the Division with a resolution of acceptance, or similar documentation, demonstrating that the
17 Project was completed in accordance with the scope of work approved and authorized pursuant
18 to this executed Agreement, and any approved subsequent amendments thereto and/or change
19 orders, and that the City has accepted the Project. Prior to the final request for payment, the City
20 shall also provide the County with a copy of the recorded Notice of Completion (NOC), a written
21 summary of all Project work completed with CDBG and other funds, and documentation to
22 demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as
23 amended.

24 Q. During the contract period, the City shall complete and submit annually each
25 June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form,
26 a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The POM
27 shall contain the following information for the County's Federal reporting purposes to the U.S.
28 Department of Housing and Urban Development (HUD):

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:

- 1 a. Now have new access to this type of public facility or
- 2 infrastructure improvement.
- 3 b. Now have improved access to this type of public facility or
- 4 infrastructure improvement.
- 5 c. Now are served by a public facility or infrastructure that is no
- 6 longer substandard.

7 R. The City shall be responsible for maintenance of the Project after
8 construction is completed, and shall perform such maintenance from non-CDBG resources.

9 S. The City must inform the County in writing of any program income generated
10 by the expenditure of CDBG funds. Any program income generated as a result of the Project must
11 be paid to the County. For purposes of this Agreement, program income is defined as proceeds
12 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If
13 the City contributed financially to the improvement Project, the City may retain a share of the
14 program income in proportion to the City's contribution to the Project, after the City has provided
15 a written accounting acceptable to the County.

16 T. The City must obtain prior written approval from the County before making
17 any modification or change in the use of any real property improved, in whole or in part, using
18 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and
19 opportunity to comment on, any proposed change to the use of real property improved with CDBG
20 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a use
21 which does not qualify under the CDBG Program, the City shall reimburse the County in an amount
22 equal to the current fair market value for the property, less any proportional share thereof
23 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for
24 five years after the Project is completed in HUD's Integrated Disbursement and Information System
25 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain
26 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal
27 government to relieve the City of these obligations.

28 U. The City acknowledges that the County may periodically inspect the Project

1 to ensure the property is being used as described in this Agreement. The City agrees to provide
2 any necessary information to the County to carry out such inspections. Furthermore, the City
3 agrees to take corrective action if the County determines that modifications to the use and location
4 of the Project have resulted in a violation of the Federal CDBG regulations.

5 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

6 A. The City shall, and shall cause its consultants, contractors, and
7 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
8 Project.

9 B. The City must comply with the requirements of the Build America, Buy
10 America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be
11 amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public
12 Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America
13 Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any
14 funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA
15 requirements, unless excepted by a waiver. The City shall ensure that all plans and specifications
16 include requirements that all construction materials subject to BABA are noted as such.

17 C. Whenever the City uses the services of a contractor, the City shall require
18 that the contractor comply with all Federal, State, and local laws, ordinances, regulations, and
19 Fresno County Charter provisions applicable in the performance of their work.

20 D. This Project is subject to the requirements of Section 3 of the Housing and
21 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall
22 require the prime contractor to complete and submit documentation prior to award of the
23 construction contract, and upon Project completion, that compliance with the requirements of
24 Section 3 of the Housing and Urban Development Act of 1968 clause have been met.

25 E. Non-Discrimination: The City agrees to comply with the non-discrimination
26 in employment and contracting opportunities laws, regulations, and executive orders referenced in
27 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
28 provisions in Section 109 of the Housing and Community Development Act of 1974 are still

1 applicable.

2 F. Because the City is receiving at least \$100,000 for this Project from the
3 County's CDBG Program under this Agreement, the City shall complete and submit to the Division
4 a "Certification of Payments to Influence Federal Transactions" form and a "Standard Form LLL -
5 Disclosure of Lobbying Activities" form. Likewise, before the City awards a contract using at least
6 \$100,000 of such CDBG funds, the City shall require the consultant and/or contractor and all their
7 sub-consultants and/or subcontractors to complete and submit these two (2) forms described
8 herein to both the City and the County.

9 G. Records Retention: The City shall retain all financial records, supporting
10 documents, statistical records, and all other records pertinent to this Agreement for a period of four
11 (4) years from the date of the submission of the County's consolidated annual performance and
12 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
13 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
14 the records cited, and that have started before the expiration of the four-year record retention
15 period, such records must be retained until completion of the actions and resolution of all issues,
16 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
17 570.506).

18 V. PAYMENT FOR THE PROJECT

19 A. At monthly intervals, the City shall submit a written request to the County for
20 payment of specified costs incurred in the performance of this Agreement. The request for payment
21 shall be accompanied by a written certification from the City that the request for payment is
22 consistent with the amount of work that has been completed, and that the work is in accordance
23 with the contract documents and this Agreement. The request for payment shall also be
24 accompanied by documentation acceptable to the County, such as invoices, or vouchers for
25 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After
26 appropriate review and inspection, the County shall make payment from CDBG funds provided in
27 this Agreement for all eligible costs specified herein up to the maximum amount payable under
28 Section I.

1 B. Any savings realized in the final cost of the Project, due to Project cost
2 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
3 the amount of this Project paid for with CDBG funds, and shall be credited to the City's CDBG
4 allocation. If the City is required to provide any funds toward the Project, any cost savings shall be
5 first used to reimburse the City for its contribution in excess of the total amount provided by this
6 Agreement.

7 C. Payment for advertising and award shall be based on the actual costs of
8 printing and noticing.

9 D. The County shall not be bound by any agreement between the City and its
10 agents.

11 E. Upon the completion of the Project, the City shall submit to the Division a
12 written request for final payment of costs, which shall provide a detailed description of the Project
13 pay items and costs. The County shall not be obligated to make any payments under this
14 Agreement if the request for payment is submitted by the City more than sixty (60) calendar days
15 after the NOC has been filed with the County Recorder's Office. An extension to the sixty (60)
16 calendar day period may be granted by the Director prior to the deadline if the City can demonstrate
17 just cause for the delay.

18 F. The County may withhold reimbursement of the final payment request made
19 by the City until a final POM, recorded NOC, and written summary of all Project work completed
20 with CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified
21 in Sections III-P and IV-D, have been submitted to the County.

22 G. All requests for payment and supporting documentation shall be sent to:
23 Business Manager
24 County of Fresno
25 Department of Public Works and Planning
26 Financial Services Division
27 2220 Tulare Street, 6th Floor
28 Fresno, CA 93721
 pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

 H. The City shall establish accounting and bookkeeping procedures in
accordance with standard accounting and bookkeeping practices, including, but not limited to,

1 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in
2 accordance with the performance of this Agreement. All records and accounts shall be available
3 for inspection by the County, the State of California, if applicable, the Comptroller General of the
4 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
5 for a period of at least five (5) years following final payment under this Agreement, or the closure
6 of all other pending matters, whichever is later. The City shall certify accounts when required or
7 requested by the County.

8 I. The City, as a sub-recipient of Federal financial assistance, is required to
9 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
10 et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project,
11 a copy of any audit performed by the City in accordance with said Act shall be forwarded to the
12 County Community Development Grants Program Manager within nine (9) months of the end of
13 any City fiscal year in which funds were expended and/or received for the Project. Failure to
14 perform the requisite audit functions as required by this paragraph may result in the County
15 performing any necessary audit tasks, or, at the County's option, the County contracting with a
16 public accountant to perform the audit. All audit costs related to the City's failure to perform the
17 requisite audit are the sole responsibility of the City, and such audit work costs incurred by the
18 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax
19 Collector. In the event the City is only required to perform an audit under the provisions of the Act
20 because the City is receiving CDBG funds, the County may perform, or cause to be performed,
21 the required audit to determine whether funds provided through this Agreement have been
22 expended in accordance with applicable laws and regulations. Any audit-related costs incurred by
23 the County under this provision shall be charged to the County CDBG Program. The City agrees
24 to take prompt and appropriate corrective action on any instance of material non-compliance with
25 applicable laws and regulations.

26 J. The City shall send a copy of the audit to:
27
28

1 Community Development Grants
2 County of Fresno
3 Department of Public Works and Planning
4 Community Development Division
5 2220 Tulare Street, 6th Floor
6 Fresno, CA 93721

7 VI. INDEMNIFICATION

8 The City shall indemnify and hold harmless and defend the County (including its
9 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
10 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to
11 the County, the City, or any third party that arise from or relate to the performance or failure to
12 perform by the City (or any of its officers, agents, subcontractors, or employees) under this
13 Agreement. The County may conduct or participate in its own defense without affecting the City's
14 obligation to indemnify and hold harmless or defend the County. The provisions of this Section VI
15 shall survive the expiration or termination of this Agreement.

16 VII. TIME OF PERFORMANCE

17 A. The following schedule shall commence on the date this Agreement is
18 executed by the County:

- 19 1. Complete Consultant Engineer Selection Process – January 12,
20 2024.
- 21 2. Complete Design Engineering and Submit to the County for Review
22 – May 10, 2024.
- 23 3. Complete County Review and Approval of Plans – July 26, 2024.
- 24 4. Begin Advertising for Bids – July 29, 2024.
- 25 5. Award Contract – October 8, 2024.

26 B. The Project shall be completed, and NOC shall be filed with the Fresno
27 County Recorder's Office, no later than May 20, 2025.

28 C. The final POM Report, written summary of all work completed,
documentation demonstrating compliance with the Section 3 clause, and request for final payment
shall be submitted to the County no later than July 18, 2025.

1 D. The City shall give immediate written notification to the Division of any
2 events that occur which may affect the above time schedule and completion date and the time
3 schedule specified in the contract documents, or any event that may have significant impact upon
4 the Project or affect the attainment of the Project's objectives. The Director is authorized to adjust
5 the above schedule if, in the Director's judgment, any delay is beyond the control of the parties
6 involved.

7 E. Time is of the essence in the City's performance of this Agreement.

8 VIII. BREACH OF AGREEMENT

9 In the event the City fails to comply with any of the terms of this Agreement, the
10 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize
11 any remedies permitted by law that the County deems appropriate. Should the County deem a
12 breach of this Agreement material, the County shall immediately be relieved of its obligations to
13 make further payment as provided herein. Termination of this Agreement due to breach shall not,
14 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
15 law or equity, including the recovery of damages. In addition to the termination of the Agreement
16 by the County due to a material breach of this Agreement by the Subrecipient, the County may
17 also terminate this Agreement for convenience, in accordance with state and federal law.

18 IX. TERMINATION OF PROJECT

19 A. If the City wishes to cancel the Project covered by this Agreement, the City
20 shall submit a request in writing to the Division explaining just cause for the request. The Director
21 is authorized to approve such a request if, in the Director's judgment, there is just cause for the
22 Project's cancellation.

23 B. If the City's request to cancel the Project covered by this Agreement is
24 approved by the Director, the City shall promptly return to the County all CDBG funds paid by the
25 County to City pursuant to this Agreement.

26 C. If the Director approves the City's request to cancel the Project, any
27 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
28 City's CDBG allocation, as appropriate.

1 X. VENUE; GOVERNING LAW

2 Venue for any action arising out of or relating to this Agreement shall only be in
3 Fresno County, California. The rights and obligations of the parties, and all interpretation and
4 performance of this Agreement shall be governed in all respects by the laws of the State of
5 California.

6 XI. ENTIRE AGREEMENT

7 This Agreement constitutes the entire agreement between the City and the County
8 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,
9 commitments, writings, advertisements, publications, and understandings of any nature
10 whatsoever unless expressly included in this Agreement.

11 XII. NO THIRD-PARTY BENEFICIARIES

12 This Agreement does not and is not intended to create any rights or obligations for
13 any persons or entity except the parties. This Agreement is solely for the benefit of the County and
14 the City and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

15 XIII. AUTHORIZED SIGNATURES

16 The City represents and warrants to the County that:

17 A. The City is duly authorized and empowered to sign and perform its
18 obligations under this Agreement.

19 B. The individual signing this Agreement on behalf of the City is duly
20 authorized to do so and his or her signature on this Agreement legally binds the City to the terms
21 of this Agreement.

22 XIV. ELECTRONIC SIGNATURES

23 The parties agree that this Agreement may be executed by electronic signature as
24 provided in this section.

25 A. An “electronic signature” means any symbol or process intended by an
26 individual signing this Agreement to represent their signature, including but not limited to (1) a
27 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
28

1 scanned and transmitted (for example by PDF document) version of an original handwritten
2 signature.

3 B. Each electronic signature affixed or attached to this Agreement (1) is
4 deemed equivalent to a valid original handwritten signature of the person signing this Agreement
5 for all purposes, including but not limited to evidentiary proof in any administrative or judicial
6 proceeding, and (2) has the same force and effect as the valid original handwritten signature of
7 that person.

8 C. The provisions of this section satisfy the requirements of Civil Code
9 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
10 Part 2, Title 2.5, beginning with section 1633.1).

11 D. Each party using a digital signature represents that it has undertaken and
12 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
13 through (5), and agrees that each other party may rely upon that representation.

14 E. This Agreement is not conditioned upon the parties conducting the
15 transactions under it by electronic means and either party may sign this Agreement with an
16 original handwritten signature.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on
2 page one of this Agreement.

3

4 CITY OF MENDOTA

COUNTY OF FRESNO

5

6 By: _____
7 Cristian Gonzalez, City Manager

Nathan Magsig, Chairman of the
Board of Supervisors of the
County of Fresno

8

9 Date: _____

Date: _____

10 ATTEST:

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11

12

13

City Clerk, City of Mendota

By: _____
Deputy

14

15

APPROVED AS TO LEGAL FORM:

16

17

18

City Attorney

19

20

21

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N23471
ACTIVITY CODE: 7219

REMIT TO:

City of Mendota
Attn: Cristian Gonzalez, City Manager
643 Quince Street
Mendota, CA 93640
Telephone: (559) 655-4298

25

26

SW:JN
G:\7205ComDev\~Agendas-Agreements\2024\0109 Mendota Rojas Park Ph II 23471 AGT.docx
September 26, 2023

27

28

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: 23471

Project Name: Mendota Rojas Pierce Park, Phase II

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: _____ through _____

2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)

 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

 - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____

4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE CONSULTANT SERVICES AGREEMENT AND PROPOSAL FROM PROVOST & PRITCHARD ENGINEERING GROUP, INC. FOR PLANNING SERVICES RELATED TO SENATE BILL 2
DATE: DECEMBER 12, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-82, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Planning Services related to Senate Bill 2?

BACKGROUND

In 2019, the City of Mendota (“City”) was awarded a total of \$160,000.00 under the State of California’s SB 2 Planning Grants Program administered by the Department of Housing and Community Development (“HCD”). The general goal of SB 2 is to fund activities that will increase access to housing. Among other components that will be completed by the City or by others, the grant application identified the need for an updated zoning code, an inventory of developable sites, and updates to the City’s website. Provost & Pritchard, which currently provides planning and engineering services to the City, has provided a proposal to complete the above tasks. SB 2 was not a competitive grant and HCD desires to expend all of the funds allocated. Accordingly, it has authorized local agencies to request an advance of the grant dollars in anticipation of completing the work “early in 2024.”

ANALYSIS

Provost & Pritchard Consulting Group currently provides City Engineering and City Planning Services to the City and has the experience and expertise to fulfill the services identified in its letter proposal dated December 5, 2023 for the amount of \$110,000. The remaining \$50,000 would be utilized directly by the City for other activities.

FISCAL IMPACT

All services under this proposal would be funded by Senate Bill 2. There would be no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopts Resolution No. 23-82, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Planning Services related to Senate Bill 2.

Attachments:

1. Resolution No. 23-82
2. Exhibit "A" – Consultant Services Agreement
3. Exhibit "B" – Proposal

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE CONSULTANT SERVICES AGREEMENT
AND PROPOSAL FROM PROVOST & PRITCHARD
ENGINEERING GROUP, INC. FOR PLANNING
SERVICES RELATED TO SENATE BILL 2**

RESOLUTION NO. 23-82

WHEREAS, the City of Mendota (“City”) has received a grant through the State of California’s Senate Bill 2 (“SB2”) Planning Grants and Local Strategies program; and

WHEREAS, the City intends to utilize these grant funds to update the City’s Zoning Ordinance, prepare an inventory of vacant and potentially developable lands, and update its website; and

WHEREAS, the City received an initial proposal on April 4, 2020 and a second revised proposal on December 5, 2023 from Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group (the “Contractor”) to provide the services above; and

WHEREAS, based on the proposal, the City’s previous experience with the Contractor, and the Contractor’s relevant professional qualifications, the City believes that the Contractor has the requisite experience and expertise to perform the required services.

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

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

CONSULTANT SERVICES AGREEMENT

CSA NO:

City of Mendota

Client/Agency

Cristian Gonzalez, City Manager

Attention

City of Mendota

Bill to

643 Quince Street

Billing Address

Mendota, CA 93640

City, Zip Code

Planning Services: Zoning Code Update, Development
Sites Inventory, and Website Updates

Project Title

Proposal No.

Telephone

Fax

cristian@cityofmendota.com

Email

City of Mendota

Location

DESCRIPTION OF SERVICES

Please see attached proposal dated December 5, 2023.

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

TERMS AND CONDITIONS

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

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

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual,

\\ppeng.com\pzd\data\clients\Mendota_City of-3336\3336 On-Going Planning Services\Miscellaneous City Items\SB2 Application Materials\City Council 2023-1212\City of Mendota Zoning Code Update Letter CSA.docx

royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

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

LIMITATIONS

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

INDEMNIFICATION

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

against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

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

LIMITATION OF LIABILITY

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

DISPUTE RESOLUTION

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

CONSTRUCTION PROJECTS

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

SUSPENSION AND TERMINATION

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

- Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
 28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
 29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
 30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
 31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

- 38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
- 39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

City of Mendota	Provost & Pritchard Engineering Group, Inc.,
Client/Agency	dba Provost & Pritchard Consulting Group
By	
Name	Heather Bashian, RCE 73075
Title	Director of Operations
Date Signed	December 5, 2023

EXHIBIT B

PROVOST & PRITCHARD CONSULTING GROUP

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

December 5, 2023

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

RE: Proposal for Planning Services: Zoning Code Update, Development Sites Inventory, and Website Updates, City of Mendota

Dear Cristian:

This proposal discusses our understanding of the Zoning Code Update and development sites inventory, recommends a scope of services together with associated fees, deliverables and approximate schedules, and sets forth our assumptions for work.

Project Understanding

The City of Mendota submitted an application through the Senate Bill (SB) 2 Planning Grants Program administered by the Department of Housing Community Development (HCD). The City has applied, in part, to prepare an update to their existing Zoning Code (Code). Mendota adopted its current Code in 1995. This proposed update will focus on streamlining the development process and ensuring compliance with recent housing legislation and the City's Housing Element. This update to the Code will also be better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals. The City also applied to prepare a development sites inventory. The inventory will be a database of available properties for development in GIS (geographic information system). Finally, the City's website is outdated and does not include various required components to enhance accessibility and availability of information.

Below describes the scope of work needed to prepare an update to the Zoning Code that will meet the preliminary objectives identified by the City to date, including:

- Implement the General Plan, including adopted Housing Element programs
- Prepare a user-friendly Zoning Code
- Streamline and define development review processes
- Comply with State law

Scope of Services

Our proposed scope of work for this project comprises three phases: **Phase ZC** for Zoning Code Update, **Phase INV** for the Development Sites Inventory, and **Phase WEB** for the updates to the City's website. The scope of work, budget, and schedule for each Phase are identified below. The combined total budget for the Phases is \$110,000.

Phase ZC: Zoning Code Update

Scope of Work

P&P will prepare a draft annotated outline of the proposed organizational structure, followed by preparation of the Zoning Code document for review by City staff. P&P will incorporate comments from City staff on the administrative draft Zoning Code and prepare the public review Draft Zoning Code, then release the draft for public review for comment. We will conduct a joint study session with Planning Commission and City Council to present the key issues addressed in the Public Review Draft Zoning Code and provide an opportunity for decision-makers and the public to ask questions and provide comment. P&P will prepare the required documentation to demonstrate compliance with the California Environmental Quality Act. We anticipate that a consistency finding can be made with the Environmental Impact Report certified for the current General Plan. We will present the public hearing draft Zoning Code to the Planning Commission at a public hearing for its recommendation to the City Council, followed by presentation to the City Council at a public hearing for adoption. P&P will prepare the final Zoning Code, inclusive of those changes identified through the errata and adopted by City Council.

P&P will review and update as needed the application forms for up to four development review processes and will also prepare process flowcharts for the four identified processes. The information will be provided in digital form to the City for posting to the City's website.

Professional Fees (Budget)

Provost & Pritchard will perform the services described in the Phase ZC Scope of Work for the fixed fee amount of \$74,500. Reimbursable expenses are included in the fixed fee amount.

Schedule

Provost & Pritchard anticipates a 4-month timeline with completion in March 2024 for the Phase ZC tasks.

Phase INV: Development Sites Inventory

Scope of Work

Provost & Pritchard recently created a geographic information system (GIS) for the City under the Regional Early Action Planning (REAP) grant program. Using the information compiled as part of the effort, Provost & Pritchard will create a vacant lands inventory for upload to the City's website and creation of printable maps for public and City use.

Professional Fees (Budget)

Provost & Pritchard will perform the services described in the **Phase INV** Scope of Work for the fixed fee amount of \$15,000. Reimbursable expenses are included in the fixed fee amount.

Schedule

Provost & Pritchard anticipates a 4-month timeline with completion in March 2024 for **Phase INV** tasks.

Phase WEB: Website Updates

Scope of Work

Provost & Pritchard will restructure and redesign the City's website, rebuilding all the pages required with a cohesive look, feel, and functionality. Information and materials required under State law as described and included in Phase ZC will be uploaded. We use WordPress to adhere to industry standards for ease of use and content management.

Professional Fees (Budget)

Provost & Pritchard will perform the services described in the **Phase WEB** Scope of Work for the fixed fee amount of \$20,500. Reimbursable expenses are included in the fixed fee amount.

Schedule

Provost & Pritchard anticipates a 4-month timeline with completion in March 2024 for **Phase WEB** tasks.

Assumptions

- Policy discussions and determinations are beyond the scope of this effort.
- Updates to the Zoning Map are not included in the scope of services.
- A finding of consistency will be prepared for compliance with CEQA.
- All deliverables are electronic unless stated otherwise.
- Mutually agreed upon modifications to the scope and tasks may modify this consultant service agreement amendment.
- Services include public noticing by US Mail and newspaper publication.
- Any hard copies or CDs requested will be provided at cost.
- Website hosting, while available, is not included in this proposal.

Terms and Conditions

To facilitate the City receiving advance payment from the State of California for the above services, Provost & Pritchard has invoiced the City for the full amount of the contract. We will provide the City with a monthly report of services rendered for each phase along with a statement of the percentage of the phase completed. Consistent with the provisions of the CSA, the City will pay the appropriate percentage upon receipt of those reports.

If this proposal is acceptable, please sign below and on and the attached Consultant Services Agreement and return a copy of each to our office. Our receipt of these documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely,
Provost & Pritchard Consulting Group



Jeff O'Neal, AICP 021890
Principal Planner



Heather Bashian, RCE 73075
Director of Operations

Terms & Conditions Accepted

By City of Mendota

Signature

Printed Name

Title

Date

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE QUOTE AND MAINTENANCE AGREEMENT SUBMITTED BY CALTRONICS FOR THE PURCHASE AND MAINTENANCE OF A HP DESIGNJET T2600 MULTIFUNCTION PRINTER
DATE: DECEMBER 12, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-83, approving the quote and maintenance agreement submitted by Caltronics for the purchase and maintenance of a HP DesignJet T2600 Multifunction Printer?

BACKGROUND

In 2019, the City of Mendota (“City”) was awarded a total of \$160,000.00 under the State of California’s SB 2 Planning Grants Program administered by the Department of Housing and Community Development (“HCD”). The general goal of SB 2 is to fund activities that will increase access to housing. Among other components that will be completed by the City or by others, the grant application identified the purchase of wide-format multifunction printer for use of the Planning Department to accommodate planning tasks.

ANALYSIS

In accordance with Mendota Municipal Code Section 2.48.130(C), the City received three (3) written quotes for the purchase of an HP DesignJet T2600 Multifunction Printer (the “Equipment”). Caltronics came in as the lowest responsible bidder. The breakdown of the quotes is as follows:

VENDOR	QUOTE AMOUNT
Caltronics	\$9,457.25
SourceGraphics	\$11,126.07
DES Reprographics	\$12,662.04

Additionally, due to the necessary standardization needed for the maintenance of the Equipment, staff recommends that the City Council approve the “all-inclusive” per square feet maintenance agreement that is attached. The agreement includes all necessary parts, labor, ink, and printheads for the ongoing use of the Equipment.

FISCAL IMPACT

The purchase of the Equipment will be funded by Senate Bill 2. The ongoing maintenance of the Equipment would be paid from the General, Water, and Sewer Funds.

RECOMMENDATION

Staff recommends that the City Council adopts Resolution No. 23-83, approving the quote and maintenance agreement submitted by Caltronics for the purchase and maintenance of a HP DesignJet T2600 Multifunction Printer.

Attachments:

1. Resolution No. 23-83
2. Exhibit "A" – Quote
3. Exhibit "B" – Maintenance Agreement

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE QUOTE AND MAINTENANCE AGREEMENT
SUBMITTED BY CALTRONICS FOR THE PURCHASE
AND MAINTENANCE OF A HP DESIGNJET
T2600 MULTIFUNCTION PRINTER**

RESOLUTION NO. 23-83

WHEREAS, the City of Mendota (“City”) has received a grant through the State of California’s Senate Bill 2 (“SB2”) Planning Grants and Local Strategies Program; and

WHEREAS, the City intends to utilize the grant funds to purchase an HP DesignJet T2600 Multifunction Printer (the “Equipment”) to digitize existing historical plans and allow the ability to print full-sized plans; and

WHEREAS, in accordance with Mendota Municipal Code section 2.48.130, subdivision (C), the City received three (3) written quotes for the Equipment, with Caltronics submitting the lowest responsive and responsible quote; and

WHEREAS, due to the necessary standardization, it is the desire of the City to enter into an ongoing maintenance agreement with Caltronics for serving the Equipment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the quote and maintenance agreement submitted by Caltronics, as attached hereto as Exhibits “A” and “B”, to purchase an HP DesignJet T2600 Multifunction Printer and authorize maintenance services therefor.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to execute documents as may be necessary to purchase the Equipment and authorize ongoing maintenance services therefor.

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 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

Celeste Cabrera-Garcia

From: Jake Cavanaugh <cavanaughj@caltronics.net>
Sent: Friday, December 8, 2023 10:31 AM
To: Celeste Cabrera-Garcia
Subject: HP DesignJet T2600 1 Roll Quote
Attachments: HP DesignJet T2600 1 Roll Quote with Care Pack 12-8-23.pdf; HP DesignJet T2600 MFP Brochure.pdf

Importance: High

Hi Celeste,

Thanks so much for your time on the phone!

Attached is the quote for the single roll HP DesignJet T2600 that we discussed.

After deducting the rebate amounts (\$650 from HP and \$440 from Caltronics) the total amount ends up being \$9,457.25. The rebates will come to you in the form of checks. One from Caltronics approximately 2 weeks after delivery and one from HP approximately 6-8 weeks after delivery.

Please let me know if you have any questions or concerns.

Jake Cavanaugh
Territory Manager

Caltronics Business Systems

644 Pollasky Ave., Ste 200 – Clovis, CA 93612

Ph: 559-940-8682



A FLEX TECHNOLOGY GROUP Company

Today's Date:
12/8/23

Quote Valid for 30 days

Proposal Prepared For:

City of Mendota

Technology/Specifications

Prints at 21 sec/page on A1/D
 Print Resolution 2400 x 1200 dpi
 Applications/ Line Drawings, Maps, Orthophotos,
 128GB File Processing & 500GB Hard Drive
 Weight 229lbs
 Dimensions (w55 x d30 x h49 in)
 100 Sheet Stacker
 Copy Reduction 25 to 400%

Included with Delivery

Printhead
 Start up Ink Cartridges
 Printer Stand/ Media Bin
 Quick Reference Guide
 Start up Software
 Power Cord
 15,6" Touchscreen

Supplies

P2V71A (MATTE BLACK/300ML)
 P2V68A (CYAN/300ML)
 P2V69A (MAGENTA/300ML)
 P2V70A (YELLOW/300ML)
 P2V73A (PHOTO BLACK/300ML)
 P2V72A (GRAY/300ML)

Receive a \$650.00 Trade In Rebate if ordered before 12/31/2024. Check comes from HP 6-8 weeks after install. Also receive a rebate check in the amount of \$440 from Caltronics about 2 weeks after delivery.

HP DesignJet T2600



Caltronics Service Options

INCLUDES PARTS - LABOR - INK - PRINTHEADS

Monthly Base Charge includes 500 mono/color Sq Ft	\$110.00
Mono/Color Line	\$0.11
Low Density	\$0.28
High Density	\$0.41

36"

Includes a 1 Year Warranty for Parts & Labor

Total price paid after deducting rebates from HP and Caltronics comes out to \$9,457.25.

Includes Delivery, Set up, Connectivity, Training

Purchase Price (Plus Tax)	\$9,656.00
Tax 9.23%	\$891.25
Total	\$10,547.25

HP DesignJet T2600 Multifunction Printer series



ENGINEERED FOR COLLABORATION—Turn your workgroups into highly efficient teams



SEAMLESS EXPERIENCE—Designed for all

- Radically simple experience with a 15.6-inch interface and the easy PDF printing with HP Click.⁴
- Engage in a collaborative workstyle with teams by quickly accessing shared folders to print and scan.³
- Empower your workforce. Easily print and share jobs from the cloud with your mobile device and HP Smart app.
- Fits in your workplace as the most compact 36 inch All in One and quietest operation, with up to 87% less noise.²

UNLEASH PERFORMANCE—To turn design into delivery

- Showcase design versatility from precise line drafts to boldly colored 3D renders, with HP Bright Office Inks.
- Provide the highest accuracy and display the finest details with the unique Adobe PDF Print Engine.⁵
- Meet deadlines with speeds up to 180 D/hr, the industries only integrated stacker², and dual rolls.⁶
- Easily digitize your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

SECURE—World's most secure large-format printer¹

- Best of class network protection with features like HP Secure Boot and whitelisting
- Control who accesses the printer and its confidential documents with secure user authentication features.
- Keep your fleet secure with HP JetAdvantage Security Manager.

For more information, please visit <http://www.hp.com/go/designjett2600>

Dynamic security enabled printer. Only intended to be used with cartridges using an HP original chip. Cartridges using a non-HP chip may not work, and those that work today may not work in the future. More at: <http://www.hp.com/go/learnaboutsupplies>

¹ Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.

² Based on comparable large-format inkjet printers under \$12,000 (USD) as of December, 2018. IDC figures show that Canon, Epson, and HP combine for 98% share of this printing category worldwide as of Q3, 2018. Most compact footprint calculated using all devices in "Operation mode" with an Open Basket and the arm of the Screen (front panel) spread out to enable user interaction and the scanner lifted on the Canon TX 3000 T36 MFP and the Epson SC-T5200 MFP to enable top media loading. Most quiet according to internal HP testing of sound pressure level during operating mode (plain paper, line drawing, Normal mode) compared to published specification of competitive printers. Percentage calculations of noise based on lineal units vs. Canon TX-3000 published spec of 51 dB(A). Fastest print speed based on sustained printing speeds. Only automatic print stacking based on unicity of the integrated stacker versus competitive printers only offering basket or bin with stacking position.

³ Using Lightweight Directory Access Protocol (LDAP).

⁴ Compared to Canon Direct Print & Share and based on "One Click Print." Once image is selected, one-click printing when printing the entire file without any modifications to the print settings. Applicable to PDF, JPEG, TIFF, DWF, HP-GL/2 files.

⁵ Requires purchase of the HP DesignJet T2600 PostScript® models or optional HP DesignJet PostScript/PDF Upgrade Kit. Highest accuracy and finest details compared to printers without the embedded Adobe technology excluding RIP users, and based on internal HP testing with PDF files containing special fonts, PANTONE® colors, smooth shading, overprint, and transparencies that can only be reproduced using the Adobe PDF Print Engine. The Adobe PDF Print Engine (APPE) is Adobe's high speed, high fidelity print platform. To learn more, visit <http://www.adobe.com/products/pdfprintengine>.

⁶ Dual rolls included with HP DesignJet T2600dr multifunction printers only.

Technical specifications

Print

Print speed	180 A1/D hr, A1/D in 19.3 sec on plain media ¹
Print resolution	Up to 2400 x 1200 optimized dpi
Technology	HP Thermal Inkjet
Margins	Roll: 3 x 3 x 3 mm (0.12 x 0.12 x 0.12 in) Sheet: 3 x 22 x 3 x 3 mm (0.12 x 0.87 x 0.12 x 0.12 in)
Ink types	Dye-based (C, M, Y, pK, G); pigment-based (mK)
Printheads	1 universal printhead
Line accuracy	±0.1% ²
Minimum line width	0.0008 in (0.02 mm) (PDF addressable @ 1200 dpi)

Multifunction capabilities

Scan speed	Scan: Up to 3 in/sec (7.62 cm/sec) color at 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale at 200 dpi Copy: Up to 6 in/sec (15.24 cm/sec) color at 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale at 200 dpi
Scan resolution	Up to 600 dpi
Maximum scan size	Maximum scan width JPEG-36 x 315 in (914 x 8000 mm); TIFF-24 x 590.5 in (610 x 15,000 mm); PDF-36 x 315 in (914 x 8000 mm) ⁷
Thickness	0.03 in (0.8 mm)
Scan format	JPEG, TIFF and multipage TIFF, PDF and multipage PDF ⁷
Scan destinations	USB, shared network folder, printer HDD, email

Media

Handling	Sheet feed, front-loading roll feed, roll switching ⁶ , integrated 100 page output stacker, media bin, automatic horizontal cutter Scanner: straight-through scan paper path for sheet and cardboard originals
Sheet size	8.3 x 11 to 36 x 48 in (210 x 279 to 914 x 1219 mm)
Roll size	11 to 36 in (279 to 914 mm)
Standard sheets	A4, A3, A2, A1, A0 (A, B, C, D, E)
Grammage	60 to 328 g/m ²
Thickness	Up to 0.5 mm (19.7 mil)

Applications Line drawings; Maps; Orthophotos; Presentations; Renderings

Memory 128 GB (file processing)³

Hard disk 500 GB self-encrypting

Connectivity

Interfaces	Gigabit Ethernet (1000Base-T), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Print languages (standard)	PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4
Print languages (optional)	Adobe PostScript 3, Adobe PDF 1.7
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and for iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android
Drivers	PostScript Printer: Raster, PostScript and PDF drivers for Windows, AirPrint for macOS

Security features

HP Secure Boot, Whitelisting, TPM, Role Based Access Control, LDAP and Kerberos authentication, SNMPv3, HTTPS, Secure-IPP, IPsec/Firewall, Certificates management, 802.1X, TLS 1.0/1.1/1.2, HP Web Jetadmin compatible, HP JetAdvantage Security Manager compatible, Secure Disk erase (DoD 5220.22-M), Secure File erase, self-encrypting HDD, encrypted PIN printing, Syslog security logging

Dimensions (w x d x h)

Printer	55 x 30 x 49 in (1390 x 760 x 1240 mm)
Shipping	58.3 x 30.3 x 32 in (1480 x 770 x 810 mm)

Weight

Printer	Single-roll: 229 lb (104 kg), dual-roll: 240 lb (109 kg)
Shipping	Single-roll: 300 lb (136 kg), dual-roll: 306 lb (139 kg)

What's in the box

HP DesignJet T2600 Multifunction Printer, printer stand and media bin, 15.6" touchscreen, spindle(s)⁸, printheads, introductory ink cartridges, user guide, power cords

HP Software and solutions HP Click, HP mobile, ePrint and iOS/Android support plus the HP Smart app for mobile, HP Web Jetadmin, HP JetAdvantage Security Manager, HP SmartTracker (optional)

Environmental ranges

Operating temperature	41 to 95°F (5 to 35°C)
Operating humidity	20 to 80% RH
Storage temperature	-13 to 131°F (-25 to 55°C)

Acoustics

Sound pressure	42 dB(A) (operating); 32 dB(A) (idle); < 17 dB(A) (sleep)
Sound power	≤ 5.9 B(A) (operating); ≤ 4.9 B(A) (idle); ≤ 3.5 B(A) (sleep)

Power

Consumption	120 W (printing); < 36 W (ready); < 1 W (< 10 W with embedded Digital Front End) (sleep); 0.3 W (off)
Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A max

Certification

Safety	USA and Canada (CSA certified)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES)
Environmental	ENERGY STAR, ErP, WEEE, REACH, EPEAT

Warranty One-year limited hardware warranty

Ordering information

Product

3EK15A	HP DesignJet T2600dr 36-in PostScript Multifunction Printer
3EK15B	HP DesignJet T2600dr 36-in PostScript Multifunction Printer
3XB78A	HP DesignJet T2600 36-in PostScript Multifunction Printer

Accessories

5NB95A	HP SmartTracker USB for DesignJet
5NB95AAE	HP SmartTracker for DesignJet
CNE38A	HP DesignJet 3-in Core Adapter
L4R65A	HP DesignJet 36-in Spindle
N7P47AA	HP USB 3.0 to Gigabit LAN Adapter

Original HP printing supplies

B3P06A	HP 727 DesignJet Printhead
P2V62A	HP 730 130-ml Cyan DesignJet Ink Cartridge
P2V63A	HP 730 130-ml Magenta DesignJet Ink Cartridge
P2V64A	HP 730 130-ml Yellow DesignJet Ink Cartridge
P2V65A	HP 730 130-ml Matte Black DesignJet Ink Cartridge
P2V66A	HP 730 130-ml Gray DesignJet Ink Cartridge
P2V67A	HP 730 130-ml Photo Black DesignJet Ink Cartridge
P2V68A	HP 730 300-ml Cyan DesignJet Ink Cartridge
P2V69A	HP 730 300-ml Magenta DesignJet Ink Cartridge
P2V70A	HP 730 300-ml Yellow DesignJet Ink Cartridge
P2V71A	HP 730 300-ml Matte Black DesignJet Ink Cartridge
P2V72A	HP 730 300-ml Gray DesignJet Ink Cartridge
P2V73A	HP 730 300-ml Photo Black DesignJet Ink Cartridge

Use Original HP inks and printheads, and HP large format printing materials, to experience consistent high quality and reliable performance that enable less downtime. These critical components are designed and engineered together as an optimized printing system, and Original HP inks are designed to maximize the life of HP printheads. Protect your HP printer investment by using Original HP inks for full HP warranty protection. For more information, visit hp.com/go/OriginalHPInks.

Original HP large format printing materials

C6810A HP Bright White Inkjet Paper (FSC® certified)⁴ (recyclable)⁵ 36 in x 300 ft (914 mm x 91.4 m)

C6980A HP Coated Paper (PEFC™ certified)⁴ (recyclable)⁵ 36 in x 300 ft (914 mm x 91.4 m)

L5C80A HP Universal Heavyweight Coated Paper, 3-in Core (FSC® certified)⁴ (recyclable)⁵ 36 in x 300 ft (914 mm x 91.4 m)

D9R28A HP Everyday Matte Polypropylene, 3-in Core 36 in x 200 ft (914 mm x 61 m)

For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com.

Service and Support

U89P6E (1-roll)/UBBU4E (2-roll) HP 3 year NBD Onsite HW Support with DMR

U89P7E (1-roll)/UBBU5E (2-roll) HP 4 year NBD Onsite HW Support with DMR

U89P8E (1-roll)/UBBU6E (2-roll) HP 5 year NBD Onsite HW Support with DMR

U89P9PE (1-roll)/UBBU7PE (2-roll) HP 1 year Post Warranty NBD Onsite HW Support with DMR

U1XV4E HP Preventive Maintenance Service

H4518E HP Installation Service with Network Setup

HP DesignJet Support Services offer installation, maintenance, and extended support services (e.g. 2, 3, 4 and 5 years). For more information, please visit hp.com/go/cpc

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR® certified¹ and EPEAT® registered²
- Free, convenient HP ink cartridge recycling³
- FSC®-certified papers⁴, recyclable HP media; some HP media eligible for take-back program⁵

Please recycle large-format printing hardware and printing supplies. Find out how at our website hp.com/ecosolutions

¹ ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.

² EPEAT® registered where applicable. EPEAT registration varies by country. See <http://www.epeat.net> for registration status by country.

³ Program availability varies. Please check <http://www.hp.com/recycle> for details.

⁴ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁵ Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See <http://www.HPLFMedia.com/hp/ecosolutions> for details.

¹ Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.

² ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on A0/E HP Matte Film in Best or Normal mode with Original HP inks

³ Based on 8 GB RAM.

⁴ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. BMG trademark license code PEFC™/29-31-261, see <http://www.pefc.org>. HP trademark license code PEFC™/29-31-198, see <http://www.pefc.org>. Not all FSC®- or PEFC™-certified products are available in all regions.

⁵ Can be recycled through commonly available recycling programs.

⁶ Applicable for dual-roll printers only.

⁷ Applicable for PostScript printers only.

⁸ Single-roll printers come with one spindle, dual-roll printers come with two spindles.



EXHIBIT B

Wide Format Maintenance Agreement

Installed Location:

Name City of Mendota
 Address 643 Quince Street City Mendota
 State CA Zip 93640

Customer Bill To:

Name City of Mendota
 Address 643 Quince Street City Mendota
 State CA Zip 93640

Primary Contact

Name: _____
 Phone: _____
 Email: _____

Meter Contact

Name: _____
 Phone: _____
 Email: _____

Billing Cycle

Monthly
 Quarterly
 Annual

Start Date _____ to _____

Rates per square foot. Meter type depends on make/model.

Equip ID	Model	Serial #	Low Density	High Density	Line Work	Included Prints	Monthly Base
	T2600		\$.28 Per Sq Ft	\$.41 Per Sq Ft	\$.11 Per Sq Ft	500 Sq Ft	\$110.00
						Mono/Color	
						Line Only	
Remarks:							

Caltronics Guarantee

- ▶ This agreement assures that the equipment will be serviced by factory trained field technicians and includes all service, parts and supplies.
- ▶ Parts and Supplies - Caltronics uses only OEM and top quality supplies to service and supply your system.
- ▶ Call Ahead Program - A technician will call you within two business hours of receiving your service request. If the issue cannot be resolved by phone, you will be given an estimated time of arrival.

Pricing does not include paper, staples, toner/ink, print heads, applicable taxes and freight charges.

Power requirements may include a dedicated line and receptacle as described on the Site Requirements Form.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
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Customer Bill To:

City of Mendota
 643 Quince Street
 Mendota

CA 93640

Wide Format Maintenance Agreement - Terms and Conditions

- 1) Description:** This managed service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
- 2) Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. This contract qualifies for automatic renewal after 12 months from the contract start date, unless written notification of intent to cancel is received 30 days prior to the renewal date. See section 9 for cancellation details.
- 3) Charges:** The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. The minimum monthly payment and excess copy rates are subject to an automatic increase every 12 months. Supplies and parts will be allocated based on manufacturer's specified yields. Caltronics reserves the right to charge customers for excess supply and/or parts usage. Loaner machines will be charged at the customer's current rate. Per copy charges based on a per square foot measurement on a single sided sheet of paper.
- 4) The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner/ink usage. Customer agrees to pay sales tax as required by the State Board of Equalization.
- 5) Meters:** Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes. Caltronics may enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
- 6) Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
- 7) Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
- 8) Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
- 9) Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
- 10) Items not included:** A) Freight charges on supplies, B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3rd party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water, F) paper, staples, print heads, toner/ink. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use of or performance of software, equipment, or any economic loss.
- 11)** Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
- 12)** The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
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AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PLACING A MORATORIUM ON THE IMPOSITION AND COLLECTION OF DEVELOPMENT IMPACT FEES, EXCLUDING THE RECREATIONAL FACILITIES FEE
DATE: DECEMBER 12, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-84, placing a moratorium on the imposition and collection of Development Impact Fees, excluding the Recreational Facilities Fee?

BACKGROUND

Over the last few years, City of Mendota (“City”) staff have spoken with and/or met with numerous persons and entities who have expressed preliminary interest in developing in Mendota, few of which projects have come to fruition. Local agencies across the state have investigated various methods of attracting development, including the City of Mendota’s past actions establishing the Economic Incentive Zone and the Enhanced Economic Incentive Zone. The County of Fresno has had a freeze on its Public Facilities Impact Fee for several years. In 2016, the City of Parlier established a Temporary Incentive Program that reduced its development impact fees and waived requirements for undergrounding overhead lines.

The City Council has discussed the concept of reducing or waiving Mendota’s impact fees and directed staff to bring forward an item for consideration.

ANALYSIS

The City’s Development Impact Fee Schedule was adopted pursuant to California’s Mitigation Fee Act (Gov. Code Section 66000, et seq.). Development impact fees¹ are intended to provide incremental funding for major capital facilities that are identified by some type of master-planning document (a capital improvement plan, infrastructure master plan, etc.) by levying fees on development that will ultimately utilize or impact those facilities. The fees can be proactive (i.e., paying for future facilities) or retroactive (i.e., paying for facilities that are already in place and will benefit future development), but the fees can only be enforced on new development. The City’s current Fee Schedule largely dates from 2003 and is based on a report by the City Engineer that outlined the City’s major infrastructure needs and how future development would pay for them. The Fee Schedule was updated in 2007 to account for the installation of the West Side Sewer Interceptor and South Side Sewer Interceptor, installed and paid for in advance by a developer and the City, respectively. While most of the City’s fees apply citywide, each of the

¹ Fees referenced in this report include only development impact fees under the Mitigation Fee Act as defined in Gov. Code Section 66000(b). They do not include fees intended to defray the costs of processing applications, reviewing plans or design drawings, or issuing building permits.

two Interceptors has a “zone of benefit” and only development within those zones pays the respective fee.

It stands to reason that waiver of impact fees would have a positive effect on development simply by reducing the costs of projects. Although certain facilities such as water, wastewater, and streets can be constructed with other funding sources such as grants and loans, staff recommends keeping the Recreational Facilities fee in place, as this fee is the primary source of revenue for the City’s parks facilities.

Regarding the duration of the fee moratorium, the City Council may opt to include a sunset date in its action or simply make the moratorium indefinite, reversing it by formal action in the future. Note that fees levied by other agencies, including School Impact Fees and the Fresno County Regional Transportation Mitigation Fee, are not affected by the City’s actions and remain in effect.

ENVIRONMENTAL

Staff suggests that the proposed action does not qualify as a “project” under the California Environmental Quality Act (“CEQA”) as defined in Public Resources Code section 21065 and CEQA Guidelines section 15378 (Cal. Code Regs., tit. 14). The proposed action consists of general policy-making and constitutes a fiscal activity that does not involve any commitment to any specific activity that may result in a potentially significant impact on the environment.

PUBLIC NOTICE

Although a public hearing is required to adopt or increase a fee, no public notice or hearing is required to reduce, eliminate, or freeze a fee. The moratorium would sunset in three years on December 31, 2026.

FISCAL IMPACT

While we can estimate the impact of a moratorium on a project-by-project basis, the overall fiscal impact of a fee moratorium is not known.

RECOMMENDATION

Staff recommends that the City Council consider adoption of Resolution No. 23-84, placing a moratorium on the imposition and collection of Development Impact Fees, excluding the Recreational Facilities Fee.

Attachment:

1. Resolution No. 23-84

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

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MENDOTA PLACING A
MORATORIUM ON THE IMPOSITION AND
COLLECTION OF DEVELOPMENT IMPACT
FEES, EXCLUDING THE RECREATIONAL
FACILITIES FEE**

RESOLUTION NO. 23-84

WHEREAS, pursuant to California Government Code Section 66000, et seq. (the Mitigation Fee Act), the City of Mendota (“City”) has established a set of Development Impact Fees (“Fees”) intended to defray the costs of capital infrastructure associated with development; and

WHEREAS, imposition of said Fees can have a deleterious effect on development by increasing project costs borne by potential developers; and

WHEREAS, the City wishes to spur economic development and construction of new housing; and

WHEREAS, the City Council has determined that a direct reduction of project costs resulting from waiving Fees is a suitable option for attracting development; and

WHEREAS, the City Council wishes to preserve the Recreational Facilities Fee so as to maintain a source of revenue for parks and recreational facilities; and

WHEREAS, the City Council does not intend a waiver of this kind to result in the City’s payment of monies or otherwise for the cost of any development and/or related improvements for any reason whatsoever; and

WHEREAS, the City Council does not intend a waiver of this kind to result in the City’s payment of monies or otherwise to developers that might have been credited to a developer in lieu of Fees for any reason whatsoever; and

WHEREAS, the proposed action does not fall within the definition of a “project” under the California Environmental Quality Act as defined in Public Resources Code section 21065 and California Code of Regulations, Title 14, section 15378 because it is general policy-making and fiscal activity that does not involve any commitment to any specific activity that could result in a potentially significant impact on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby places a moratorium on the imposition and collection of Development Impact Fees, excluding the Recreational Facilities Fee and as otherwise described

herein, until the earlier of December 31, 2026 or such time as the Council takes separate action to rescind this action.

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 Mendota City Hall on the 12th day of December, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

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: December 5, 2023

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
 - Design in progress; coordination with USBR and BB Limited
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 UFBGP funded: Construction began in August
 - Construction to be completed in Winter 23/24
6. Derrick & Oller Roundabout
 - CEQA & NEPA completed
 - 100% Construction Documents to be completed this month
 - Construction anticipated in Spring 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, potentially starting this month
10. 2024 Local Street Reconstruction:
 - Includes segments of Tule Street, Quince Street & Jennings Street
 - Design to start in January 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.

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2. Housing Element Update
 - 6th Cycle Multijurisdictional Housing Element submitted to CA Housing and Community Development Department for 90-day review on September 29
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 Jennings/9th followed by SB9 parcel map
6. Emmanuel Outreach Center
 - Talking to architect about site plan and conditional use permit

Grant Applications:

1. Amador & Smoot Extension:
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24
 - Design to start in December 2023; coordinating with WWD for easement/right-of-way
2. Triangle Park & Pool Park:
 - Assisted in various Grant applications for both parks
3. Marie Street Reconstruction:
 - Application for \$2.25 million in CMAQ funding submitted to FCOG for competitive call for projects
4. Divisadero Street Reconstruction:
 - Application for \$985,000 in STBG funding submitted to FCOG for competitive call for projects

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 November):

- Engineers: 8
- Planners: 3
- Surveyors: 3
- Environmental Specialist: 3
- GIS/CAD Specialists: 1
- Construction Manager: 3
- Project Administrator: 2

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**

October 2023

LOCATION	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	OFFICER	DOG DISPOSITION & DATE	CASE DISPOSITION	OFFENSE	FINE
MEPD	10/2/2023	LOST/FOUND ANIMAL	TAN CHIHUAHUA	F	N/A	Y	Y.SANDOVAL	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
MEPD	10/2/2023	LOST/FOUND ANIMAL	CHIHUAHUA	F	N/A	Y	G.ALCAZAR	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
WASHINGTON ELEMENTARY	10/2/2023	PUBLIC HAZARD	11-44 CAT	N/A	N/A	N	G.ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
MENDOTA ELEMENTARY	10/3/2023	LOST/FOUND ANIMAL	BORDER COLLIE	F	N/A	Y	PENA/SANDOVAL	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
501 OXNARD ST	10/3/2023	ANIMAL COMPLAINT	WHITE DOG	N/A		N	SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
605 BASS AVE	10/4/2023	ANIMAL COMPLAINT	4 DOGS	N/A	N/A	N	PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
274 J ST	10/4/2023	ANIMAL COMPLAINT	2 BLACK DOGS	N/A	N/A	N	PENA/SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
625 I ST	10/4/2023	PUBLIC HAZARD	AGGRESSIVE DOG	N/A	N/A	N	SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
605 BASS AVE	10/5/2023	ANIMAL COMPLAINT	LARGE WHITE DOG	N/A	N/A	N	PENA	UNABLE TO LOCATE	NECESSARY ACTION TAKEN	N/A	\$0.00
BELMONT/CA-180	10/6/2023	PUBLIC HAZARD	11-44 CAT	N/A	N/A	N	ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
328 J ST	10/7/2023	ANIMAL COMPLAINT	11-44 CAT	N/A	N/A	N	ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
1909 JENNINGS ST	10/8/2023	PUBLIC HAZARD	GRAY PITBULL	N/A		N	NAVARRO/ALCAZAR	CONTAINED BY OWNER	WARNING	N/A	\$0.00
CHEVRON	10/9/2023	ANIMAL COMPLAINT	CATTLE DOG	M	N/A	Y	ALCAZAR/NAVARRO	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
3699 BASS AVE	10/9/2023	LOST/FOUND ANIMAL	GERMAN SHEPHERD	N/A	N/A	N	ALCAZAR	LOST DOG/BE ON LOOKOUT	NECESSARY ACTION TAKEN	N/A	\$0.00
CASTRO/HOLMES	10/10/2023	PUBLIC HAZARD	3 DOGS	N/A	N/A	N	PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
MENDOTA PD	10/11/2023	LOST/FOUND ANIMAL	LAB/SHEPHERD MIX	F	N/A	Y	PENA/SANDOVAL	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
202 I ST	10/11/2023	ANIMAL COMPLAINT	4 DOGS	N/A	N/A	N	PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
DE LA CRUZ/GOMEZ	10/11/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	N/A	N/A	N	PENA	UNABLE TO LOCATE	NECESSARY ACTION TAKEN	N/A	\$0.00
1106 OLLER ST	10/11/2023	ANIMAL COMPLAINT	LARGE DOG	N/A	N/A	N	PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
DE LA CRUZ/GOMEZ	10/12/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	N/A	N/A	N	PENA/SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
SEGOVIA/CANTU	10/12/2023	ANIMAL COMPLAINT	BLACK/TAN DOG	N/A	N/A	N	PENA/SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
2ND/I ST	10/13/2023	ANIMAL COMPLAINT	BLACK/BROWN GERMAN SHEPHERD	N/A		N	ALCAZAR/NAVARRO	CONTAINED BY OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
CITY HALL	10/13/2023	LOST/FOUND ANIMAL	BLACK/ BROWN PUPPY	N/A	N/A	Y	ALCAZAR	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
201 BLACK AVE	10/14/2023	ANIMAL COMPLAINT	MALTESE POODLE	M	N/A	Y	ALCAZAR/NAVARRO	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
1108 6TH ST	10/15/2023	LOST/FOUND ANIMAL	GERMAN SHEPHERD	N/A	N/A	N	ALCAZAR	LOST DOG/BE ON LOOKOUT	NECESSARY ACTION TAKEN	N/A	\$0.00
202 I ST	10/16/2023	ANIMAL COMPLAINT	LARGE DOG	N/A	N/A	N	ALCAZAR/PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
MENDOTA JR. HIGH	10/16/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	F	N/A	Y	ALCAZAR/PENA	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
MEPD	10/16/2023	LOST/FOUND ANIMAL	BULLDOG	N/A	N/A	N	ALCAZAR	LOST DOG/BE ON LOOKOUT	NECESSARY ACTION TAKEN	N/A	\$0.00
AMIGOS MARKET	10/16/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	N/A	N/A	N	ALCAZAR	RUNNING AT LARGE	CITE	N/A	\$50.00
GOMEZ/DE LA CRUZ	10/16/2023	PUBLIC HAZARD	GERMAN SHEPHERD	N/A	N/A	N	ALCAZAR/PENA/SANDOVAL	RUNNING AT LARGE	UNABLE TO LOCATE	N/A	\$0.00
CITY HALL	10/17/2023	ANIMAL COMPLAINT	4 PUPPIES	N/A	N/A	Y	SANDOVAL/PENA	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
991 LOLITA ST	10/17/2023	ANIMAL COMPLAINT	BLACK DOG	N/A		Y	SANDOVAL	DOGPOUND	REPORT TO FOLLOW	N/A	\$150.00
343 DIVISADERO	10/18/2023	ANIMAL COMPLAINT	11-44 CAT	N/A	N/A	N	SANDOVAL	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
GOMEZ/DE LA CRUZ	10/18/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	N/A	N/A	N	PENA/SANDOVAL	UNABLE TO LOCATE	NECESSARY ACTION TAKEN	N/A	\$0.00
GOMEZ/DE LA CRUZ	10/18/2023	PUBLIC HAZARD	GERMAN SHEPHERD	N/A	N/A	N	PENA	UNABLE TO LOCATE	ADVISED	N/A	\$0.00
202 I ST	10/20/2023	PUBLIC HAZARD	BROWN DOG	N/A	N/A	N	NAVARRO	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
605 BASS AVE	10/20/2023	ANIMAL COMPLAINT	WHITE CHIHUAHUA	N/A	N/A	Y	ALCAZAR/NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
620 DE LA CRUZ ST	10/22/2023	ANIMAL COMPLAINT	BROWN DOG	N/A	N/A	N	ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
202 I ST	10/22/2023	ANIMAL COMPLAINT	BOXER	N/A		N	ALCAZAR	CONTAINED BY OWNER	WARNING	N/A	\$0.00
MENDOTA JUNIOR HIGH	10/22/2023	ANIMAL COMPLAINT	2 PUPPIES	N/A	N/A	N	ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
MCCABE/SORENSEN	10/23/2023	ANIMAL COMPLAINT	LARGE DOGS	N/A	N/A	N	ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
MENDOTA JR HIGH	10/23/2023	ANIMAL COMPLAINT	2 LARGE DOGS	N/A	N/A	N	ALCAZAR	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
231 MCCABE AVE	10/23/2023	LOST/FOUND ANIMAL	CHIHUAHUA	N/A	N/A	Y	SANDOVAL	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA HIGH	10/24/2023	LOST/FOUND ANIMAL	CHIHUAHUA	M	N/A	Y	PENA	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
620 DE LA CRUZ ST	10/24/2023	PUBLIC HAZARD	GERMAN SHEPHERD	N/A	N/A	N	PENA/SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
901 AIRPORT BLVD	10/24/2023	ANIMAL COMPLAINT	10 DOGS	N/A	N/A	Y	PENA/SANDOVAL	DOGPOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
41 VERA CIRCLE	10/25/2023	ANIMAL COMPLAINT	LARGE BROWN DOG	N/A	N/A	N	PENA/SANDOVAL	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
767 PUCHEU ST	10/25/2023	LOST/FOUND ANIMAL	BROWN/WHITE HUSKY	N/A		N	PENA	LOST DOG/BE ON LOOKOUT	NECESSARY ACTION TAKEN	N/A	\$0.00
318 J ST	10/25/2023	ANIMAL COMPLAINT	11-44 DOG	N/A	N/A	N	PENA	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
630 RIO FRIO ST	10/25/2023	ANIMAL COMPLAINT	11-44 CAT	N/A	N/A	N	PENA/SANDOVAL	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
635 PEACH AVE	10/25/2023	LOST/FOUND ANIMAL	WHITE HUSKY	N/A	N/A	N	PENA	LOST DOG/BE ON LOOKOUT	NECESSARY ACTION TAKEN	N/A	\$0.00
2ND/BASS	10/26/2023	ANIMAL COMPLAINT	11-44 CAT	N/A	N/A	N	PENA	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
SORENSEN/HOLMES	10/27/2023	PUBLIC HAZARD	11-44 CAT	N/A	N/A	N	ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
6TH/RIO FRIO	10/27/2023	PUBLIC HAZARD	GERMAN SHEPHERD	M		N	ALCAZAR/NAVARRO	CONTAINED BY OWNER	WARNING	N/A	\$0.00
6TH/RIO FRIO	10/27/2023	PUBLIC HAZARD	PITBULL	F	N/A	Y	ALCAZAR/NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA ELEMENTARY	10/27/2023	ANIMAL COMPLAINT	CHIHUAHUA	M	N/A	Y	ALCAZAR/NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
969 RIO FRIO ST	10/28/2023	PUBLIC HAZARD	PITBULL	M		N	NAVARRO/CUBIAS	CONTAINED BY OWNER	WARNING	N/A	\$0.00
969 RIO FRIO ST	10/28/2023	ANIMAL COMPLAINT	PITBULL	M		N	NAVARRO/ALCAZAR	CONTAINED BY OWNER	CITE	N/A	\$100.00
566 QUINCE ST	10/28/2023	LOST/FOUND ANIMAL	TERRIER MIX	M	N/A	Y	NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
566 QUINCE ST	10/28/2023	LOST/FOUND ANIMAL	TERRIER MIX	F	N/A	Y	NAVARRO	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00

**Animal Control
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1145 QUINCE ST	10/28/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	M	N/A	Y	ALCAZAR	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
1145 QUINCE ST	10/28/2023	ANIMAL COMPLAINT	LAB MIX	M	N/A	Y	ALCAZAR	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
1145 QUINCE ST	10/28/2023	ANIMAL COMPLAINT	LAB MIX	F	N/A	Y	ALCAZAR	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
501 OXNARD ST	10/30/2023	LOST/FOUND ANIMAL	LARGE DOG	N/A		Y	PENA/SANDOVAL	SURRENDER	NECESSARY ACTION TAKEN	N/A	\$0.00
231 L ST	10/31/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD AND PITBULL	N/A		N	PENA	CONTAINED BY OWNER	WARNING	N/A	\$0.00
418 LOLITA ST	10/31/2023	ANIMAL COMPLAINT	GERMAN SHEPHER AND WHITE DOG	N/A	N/A	N	PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
276 K ST	10/31/2023	ANIMAL COMPLAINT	BLACK PITBULL	N/A	N/A	N	PENA	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
							TOTAL IMPOUND: 30			TOTAL:	\$300.00
							RESCUED: 0				
							AT DOG POUND: 6				
							RETURNED TO OWNER: 7				

**Code Enforcement
Monthly Log**

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ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	OFFICER	STATUS	FINE AMOUNT
240 HOLMES AVE	MUNICODE VIOLATION(SEMI IN RESIDENTIAL)	10/1/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
240 HOLMES AVE	MUNICODE VIOLATION(SEMI IN RESIDENTIAL)	10/1/2023	N/A	ALCAZAR	CITE	\$100.00
218 OLLER ST	COMMUNITY CONTACT	10/1/2023	N/A	NAVARRO	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	10/1/2023	N/A	ALCAZAR	COMPLETE	\$0.00
912 MARIE ST	REFUELING	10/1/2023	N/A	ALCAZAR	COMPLETE	\$0.00
655 LOLITA ST	VEHICLE CHECK	10/1/2023	10/4/2023	ALCAZAR	72 HOUR TAG	\$0.00
INEZ/ I ST	VEHICLE CHECK	10/1/2023	N/A	ALCAZAR	CITE	\$50.00
POOL PARK	PATROL CHECK	10/1/2023	N/A	ALCAZAR	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/1/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	10/1/2023	N/A	ALCAZAR	COMPLETE	\$0.00
2ND/MARIE	MUNICODE VIOLATION (OPEN CONTAINER)	10/1/2023	N/A	ALCAZAR	CITE	\$50.00
MENDOTA LIBRARY	PATROL CHECK	10/1/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/1/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
POOL PARK	PATROL CHECK	10/1/2023	N/A	NAVARRO	CHECKS OKAY	\$0.00
AVENAL LANDFILL	MISC. INVESTIGATION	10/2/2023	N/A	ALCAZAR/PENA	COMPLETE	\$0.00
160 N BROADWAY ST	SPECIAL DETAIL	10/2/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
647 PEREZ ST	VEHICLE NUISANCE	10/2/2023	N/A	SANDOVAL	CITE	\$100.00
CITY HALL	COMMUNITY CONTACT	10/2/2023	N/A	SANDOVAL	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/2/2023	N/A	SANDOVAL	COMPLETE	\$0.00
ROJAS PIERCE PARK	PATROL CHECK	10/2/2023	N/A	SANDOVAL	CHECKS OKAY	\$0.00
MEPD	EQUIPMENT REPAIR	10/3/2023	N/A	PENA	COMPLETE	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	10/3/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MEPD	MISC. INVESTIGATION	10/3/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/3/2023	N/A	PENA	CHECKS OKAY	\$0.00
CITY HALL	COMMUNITY CONTACT	10/3/2023	N/A	PENA	CHECKS OKAY	\$0.00
OLLER ST/W BELMONT AVE	EQUIPMENT REPAIR	10/4/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MEPD	EQUIPMENT REPAIR	10/4/2023	N/A	PENA	COMPLETE	\$0.00
AMOR WELLNESS	PATROL CHECK	10/4/2023	N/A	PENA	CHECKS OKAY	\$0.00
POOL PARK	PATROL CHECK	10/4/2023	N/A	SANDOVAL	CHECKS OKAY	\$0.00
ROJAS PIERCE PARK	PATROL CHECK	10/4/2023	N/A	SANDOVAL	CHECKS OKAY	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/4/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
210 LUA AVE	COMMUNITY CONTACT	10/4/2023	N/A	PENA	COMPLETE	\$0.00
CITY HALL	ADMINISTRATIVE MEETING	10/4/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
MENDOTA HIGHSCHOOL	ADMINISTRATIVE MEETING	10/4/2023	N/A	PENA	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	SPECIAL DETAIL	10/4/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
9TH/MARIE ST	EQUIPMENT REPAIR	10/4/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MEPD	EQUIPMENT REPAIR	10/5/2023	N/A	PENA	COMPLETE	\$0.00
MEPD	MISC. INVESTIGATION	10/5/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA FOOD CENTER	COMMUNITY CONTACT	10/5/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
210 LUA AVE	COMMUNITY CONTACT	10/5/2023	N/A	PENA	COMPLETE	\$0.00
MEPD	MISC. INVESTIGATION	10/5/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/5/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
MEPD	SPECIAL DETAIL	10/5/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
FASTRIP	MUNICODEVIOLATION(WATER LEAK)	10/6/2023	N/A	ALCAZAR	WARNING	\$0.00
912 MARIE ST	REFUELING	10/6/2023	N/A	ALCAZAR	COMPLETE	\$0.00
INEZ/ I ST	VEHICLE CHECK	10/6/2023	10/9/2023	ALCAZAR	CITE/TAG	\$50.00
MEPD	SPECIAL DETAIL	10/6/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
643 LOZANO ST	MISC. INVESTIGATION	10/6/2023	N/A	ALCAZAR/CUBIAS/RENTERIA	NECESSARY ACTION TAKEN	\$0.00
SORENSEN HARDWARE STORE	COMMUNITY CONTACT	10/6/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	MISC. INVESTIGATION	10/6/2023	N/A	ALCAZAR/CUBIAS	NECESSARY ACTION TAKEN	\$0.00

**Code Enforcement
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LATINO MARKET	MUNICODE VIOLATION(OPEN CONTAINER)	10/6/2023	N/A	ALCAZAR	WARNING	\$0.00
LOZANO PARK	PATROL CHECK	10/6/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
POOL PARK	PATROL CHECK	10/6/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/6/2023	N/A	ALCAZAR	COMPLETE	\$0.00
LATINO MARKET	PATROL CHECK	10/6/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/6/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
200 DERRICK AVE	MUNICODE VIOLATION(OPEN CONTAINER)	10/7/2023	N/A	ALCAZAR	CITE	\$50.00
300 RIOS ST	VEHICLE CHECK	10/7/2023	N/A	ALCAZAR	CITE	\$275.00
MENDOTA SMOG	COMMUNITY CONTACT	10/7/2023	N/A	NAVARRO	COMPLETE	\$0.00
MENDOTA SMOG	COMMUNITY CONTACT	10/7/2023	N/A	ALCAZAR	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/7/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/7/2023	N/A	ALCAZAR	WARNING	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/7/2023	N/A	ALCAZAR	WARNING	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/7/2023	N/A	ALCAZAR	WARNING	\$0.00
POOL PARK	PATROL CHECK	10/7/2023	N/A	ALCAZAR/NAVARRO	CHECKS OKAY	\$0.00
LOZANO PARK	PATROL CHECK	10/7/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
11TH/PUCHEU	VEHICLE CHECK	10/7/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
3699 BASS AVE	PATROL CHECK	10/7/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/7/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
157 DERRICK AVE	CITIZEN ASSIST	10/7/2023	N/A	NAVARRO	COMPLETE	\$0.00
AMOR WELLNESS	PATROL CHECK	10/7/2023	N/A	ALCAZAR	COMPLETE	\$0.00
679 RIO FRIO ST	MUNICODE VIOLATION(BUSINESS PERMIT)	10/7/2023	N/A	NAVARRO	CHECKS OKAY	\$0.00
330 ROSALES LN	VEHICLE NUISANCE	10/7/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
112 RAMIREZ	CITIZEN ASSIST	10/7/2023	N/A	ALCAZAR	COMPLETE	\$0.00
837 PUCHEU ST	PUBLIC NUISANCE	10/8/2023	N/A	NAVARRO/ALCAZAR	WARNING	\$0.00
8TH/STAMOULES	VEHICLE STOP	10/8/2023	N/A	ALCAZAR/LOPEZ	ASSIST COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/8/2023	N/A	NAVARRO	CHECKS OKAY	\$0.00
200 DERRICK AVE	MUNICODE VIOLATION (OPEN CONTAINER)	10/8/2023	N/A	ALCAZAR	CITE	\$50.00
693 LOZANO ST	VEHICLE CHECK	10/8/2023	N/A	NAVARRO/ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
121 RAMIREZ AVE	VEHICLE CHECK	10/8/2023	N/A	NAVARRO	CHECKS OKAY	\$0.00
8TH/PUCHEU	VEHICLE CHECK	10/8/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
1855 JENNINGS ST	VEHICLE CHECK	10/8/2023	N/A	NAVARRO	WARNING	\$0.00
747 DERRICK AVE	CITIZEN ASSIST	10/8/2023	N/A	ALCAZAR	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/8/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/8/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
1240 7TH ST	COMMUNITY CONTACT	10/8/2023	N/A	NAVARRO	COMPLETE	\$0.00
GONZALEZ TOWING	EQUIPMENT REPAIR	10/9/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
POOL PARK	PATROL CHECK	10/9/2023	N/A	NAVARRO	COMPLETE	\$0.00
MC REPAIRS	EQUIPMENT REPAIR	10/9/2023	N/A	NAVARRO	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/9/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
RAMON'S TIRE SHOP	EQUIPMENT REPAIR	10/9/2023	N/A	ALCAZAR	COMPLETE	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	10/9/2023	N/A	ALCAZAR	COMPLETE	\$0.00
MENDOTA PD	CITIZEN ASSIST	10/9/2023	N/A	ALCAZAR	COMPLETE	\$0.00
1043 QUINCE ST	FOLLOW UP	10/9/2023	N/A	ALCAZAR/NAVARRO	NECESSARY ACTION TAKEN	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/9/2023	N/A	ALCAZAR	WARNING	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/9/2023	N/A	ALCAZAR	WARNING	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/9/2023	N/A	ALCAZAR	WARNING	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/9/2023	N/A	ALCAZAR	WARNING	\$0.00
HWY33/BASS	MUNICODE VIOLATION(WEEDS)	10/9/2023	N/A	ALCAZAR	WARNING	\$0.00
647 PEREZ ST	MUNICODE VIOLATION(WEEDS)	10/9/2023	N/A	NAVARRO	WARNING	\$0.00
LOZANO PARK	MOTOR ASSIST	10/9/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00

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WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECKS	10/9/2023	N/A	NAVARRO/ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	ADMINISTRATIVE MEETING	10/9/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
LOZANO PARK	PATROL CHECK	10/10/2023	N/A	PENA	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/10/2023	N/A	PENA	COMPLETE	\$0.00
AMOR WELLNESS	PATROL CHECK	10/10/2023	N/A	PENA	CHECKS OKAY	\$0.00
1266 7TH ST	MISC. INVESTIGATION	10/10/2023	N/A	PENA	NECESSARY ACTION TAKEN	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/10/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	EQUIPMENT REPAIR	10/11/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/11/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/11/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	10/11/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/11/2023	N/A	PENA	COMPLETE	\$0.00
1580 DOLLHOUSE RD	SPECIAL DETAIL	10/11/2023	N/A	SANDOVAL	COMPLETE	\$0.00
OLLER ST/W BELMONT AVE	EQUIPMENT REPAIR	10/11/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	EQUIPMENT REPAIR	10/12/2023	N/A	PENA	COMPLETE	\$0.00
CITY HALL	ADMINISTRATIVE MEETING	10/12/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/12/2023	N/A	PENA	COMPLETE	\$0.00
PUCHEU/8TH	VEHICLE CHECK	10/12/2023	N/A	PENA/SANDOVAL/RENTERIA/CUBIAS	TOW/REPORT TO FOLLOW	\$0.00
MENDOTA PD	REPORTS	10/12/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/12/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
FIREBAUGH PD	SPECIAL DETAIL	10/12/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
MENDOTA CITY HALL	COMMUNITY CONTACT	10/13/2023	N/A	NAVARRO	COMPLETE	\$0.00
9TH/STAMOULES	VEHICLE CHECK	10/13/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
5TH/STAMOULES	VEHICLE CHECK	10/13/2023	N/A	ALCAZAR/NAVARRO	TOW/REPORT TO FOLLOW	\$50.00
158 ROWE AVE	VEHICLE CHECK	10/13/2023	N/A	NAVARRO/CUBIAS	CITE	\$150.00
3699 BASS AVE	MISC. INVESTIGATION	10/13/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/13/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
580 DERRICK AVE	MUNICODE VIOLATION(WEEDS AND INHABITED TRAILER)	10/13/2023	N/A	NAVARRO	CITE	\$100.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/13/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
420 W BELMONT AVE	PATROL CHECK	10/13/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
MENDOTA CITY HALL	COMMUNITY CONTACT	10/13/2023	N/A	NAVARRO	COMPLETE	\$0.00
MENDOTA PD	MUNICODE VIOLATION(WEEDS)	10/13/2023	N/A	ALCAZAR	WARNING	\$0.00
MENDOTA PD	MUNICODE VIOLATION(WEEDS)	10/13/2023	N/A	ALCAZAR	WARNING	\$0.00
912 MARIE ST	REFUELING	10/13/2023	N/A	ALCAZAR	COMPLETE	\$0.00
912 MARIE ST	REFUELING	10/13/2023	N/A	NAVARRO	COMPLETE	\$0.00
500 D ST	SPECIAL DETAIL	10/13/2023	N/A	NAVARRO	COMPLETE	\$0.00
DERRICK/ BELMONT	PUBLIC HAZARD	10/13/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
1246 BELMONT AVE	REPORTS	10/13/2023	N/A	ALCAZAR	COMPLETE	\$0.00
MOWRY BRIDGE	PATROL CHECKS	10/13/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
202 I ST	VEHICLE CHECK	10/13/2023	N/A	NAVARRO/ALCAZAR	TOW/REPORT TO FOLLOW	\$50.00
9TH/PUCHEU	VEHICLE CHECK	10/14/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
HOLMES/GURROLA	VEHICLE CHECK	10/14/2023	N/A	ALCAZAR	TOW/REPORT TO FOLLOW	\$50.00
310 BLACK AVE	PUBLIC HAZARD	10/14/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
ROJAS PIERCE PARK	SPECIAL DETAIL	10/14/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
GAXIOLA/HERNANDES	VEHICLE CHECK	10/14/2023	N/A	ALCAZAR/NAVARRO	WARNING	\$0.00
641 LOZANO ST	VEHICLE CHECK	10/14/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/14/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
ROJAS PIERCE PARK	PATROL CHECK	10/14/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
POOL PARK	PATROL CHECK	10/14/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
BLACK/SORENSEN	VENDOR	10/14/2023	N/A	NAVARRO/ALCAZAR	CITE	\$500.00
300 RIOS	VEHICLE CHECK	10/14/2023	N/A	ALCAZAR	CITE	\$275.00

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76 GAS STATION	COMMUNITY CONTACT	10/15/2023	N/A	ALCAZAR	COMPLETE	\$0.00
6TH/QUINCE	VEHICLE CHECK	10/15/2023	N/A	ALCAZAR	CITE	\$50.00
747 DERRICK AVE	MUNICIPAL CODE VIOLATION(OPEN CONTAINER)	10/15/2023	N/A	ALCAZAR	CITE	\$50.00
ROJAS PIERCE PARK	PATROL CHECK	10/15/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
2ND/MARIE	MUNICIPAL CODE VIOLATION(OPEN CONTAINER)	10/15/2023	N/A	ALCAZAR	WARNING	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/15/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	10/15/2023	N/A	ALCAZAR	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/15/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/15/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/15/2023	N/A	NAVARRO	COMPLETE	\$0.00
1440 4TH ST	VEHICLE CHECK	10/15/2023	N/A	NAVARRO/ALCAZAR	TOW/REPORT TO FOLLOW	\$50.00
MENDOTA PD	EQUIPMENT REPAIR	10/16/2023	N/A	PENA	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/16/2023	N/A	PENA	CHECKS OKAY	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/16/2023	N/A	PENA/ALCAZAR/SANDOVAL	COMPLETE	\$0.00
912 MARIE ST	REFUELING	10/16/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	10/16/2023	N/A	ALCAZAR	COMPLETE	\$0.00
912 MARIE ST	EQUIPMENT REPAIR	10/16/2023	N/A	SANDOVAL	COMPLETE	\$0.00
AMOR WELLNESS	PATROL CHECK	10/16/2023	N/A	PENA	CHECKS OKAY	\$0.00
560 DIVISADERO ST	FOLLOW UP	10/16/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
200 DERRICK AVE	MUNICIPAL CODE VIOLATION(OPEN CONTAINER)	10/16/2023	N/A	PENA/ALCAZAR	CITE	\$50.00
MENDOTA PD	MISC. INVESTIGATION	10/16/2023	N/A	SANDOVAL	COMPLETE	\$0.00
RIO FRIO/8TH ST	VEHICLE CHECK	10/16/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
7TH/LOLITA	VEHICLE CHECK	10/16/2023	N/A	ALCAZAR	CITE	\$50.00
706 AIRPORT BLVD	VEHICLE CHECK	10/16/2023	N/A	ALCAZAR/PENA/DAO	TOW/REPORT TO FOLLOW	\$0.00
720 OLLER ST	COMMUNITY CONTACT	10/16/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	ADMINISTRATIVE MEETING	10/16/2023	N/A	PENA/ALCAZAR/SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	CITIZEN ASSIST	10/16/2023	N/A	ALCAZAR	COMPLETE	\$0.00
420 BELMONT AVE	MUNICIPAL CODE VIOLATION(TAMPERING W/ PUBLIC UTILITIES)	10/16/2023	N/A	ALCAZAR	WARNING	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/16/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
747 DERRICK AVE	MUNICIPAL CODE VIOLATION(OPEN CONTAINER)	10/16/2023	N/A	ALCAZAR	CITE	\$50.00
AMIGOS MARKET	MUNICIPAL CODE VIOLATION(OPEN CONTAINER)	10/16/2023	N/A	ALCAZAR	CITE	\$50.00
OLLER/10TH	EQUIPMENT REPAIR	10/16/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	EQUIPMENT REPAIR	10/17/2023	N/A	PENA	COMPLETE	\$0.00
AMOR WELLNESS	PATROL CHECK	10/17/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/17/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	ADMINISTRATIVE MEETING	10/17/2023	N/A	SANDOVAL	COMPLETE	\$0.00
CITY HALL	MISC. INVESTIGATION	10/17/2023	N/A	SANDOVAL	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/17/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
918 OLLER ST	COMMUNITY CONTACT	10/17/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/17/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
OLLER/2ND	EQUIPMENT REPAIR	10/17/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	EQUIPMENT REPAIR	10/18/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/18/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
MENDOTA HIGH SCHOOL	ADMINISTRATIVE MEETING	10/18/2023	N/A	SANDOVAL	COMPLETE	\$0.00
CITY HALL	ADMINISTRATIVE MEETING	10/18/2023	N/A	PENA	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/18/2023	N/A	SANDOVAL	COMPLETE	\$0.00
ROJAS PIERCE PARK	SPECIAL DETAIL	10/18/2023	N/A	SANDOVAL	COMPLETE	\$0.00
CITY HALL	ADMINISTRATIVE MEETING	10/19/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/19/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
CITY OF FRESNO	SPECIAL DETAIL	10/19/2023	N/A	PENA/GURROLA	COMPLETE	\$0.00
3070 W SHAW AVE	SPECIAL DETAIL	10/19/2023	N/A	SANDOVAL	COMPLETE	\$0.00

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218 OLLER ST	COMMUNITY CONTACT	10/20/2023	N/A	ALCAZAR	COMPLETE	\$0.00
485 NAPLES	GRAND THEFT AUTO	10/20/2023	N/A	NAVARRO/ALCAZAR	REPORT TO FOLLOW	\$0.00
MENDOTA PD	FOLLOW UP	10/20/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
784 LOLITA ST	FOLLOW UP	10/20/2023	N/A	ALCAZAR/NAVARRO	WARNING	\$0.00
MCCABE/SORENSEN	MUNICODE VIOLATION(ENCROACHMENT/BUSINESS LICENSE)	10/20/2023	N/A	NAVARRO/ALCAZAR	WARNING	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/20/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
580 DERRICK AVE	FOLLOW UP	10/20/2023	N/A	NAVARRO/ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
SORENSEN HARDWARE STORE	COMMUNITY CONTACT	10/20/2023	N/A	NAVARRO	COMPLETE	\$0.00
FASTRIP	SUBJECT CHECK	10/20/2023	N/A	ALCAZAR/NAVARRO	ASSIST COMPLETE	\$0.00
1690 7TH ST	MUNICODE VIOLATION	10/20/2023	N/A	ALCAZAR/NAVARRO	CITE	\$50.00
POOL PARK	PATROL CHECK	10/20/2023	N/A	ALCAZAR	COMPLETE	\$0.00
8TH/PUCHEU	VEHICLE CHECK	10/21/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
MENDOTA PD	FOLLOW UP	10/21/2023	N/A	NAVARRO	COMPLETE	\$0.00
STAMOULES/6TH	CITIZEN ASSIST	10/21/2023	N/A	ALCAZAR	COMPLETE	\$0.00
LOZANO PARK	PATROL CHECK	10/21/2023	N/A	ALCAZAR	COMPLETE	\$0.00
280 SANTA CRUZ	VEHICLE CHECK	10/21/2023	N/A	NAVARRO/ALCAZAR	TOW/REPORT TO FOLLOW	\$50.00
3699 BASS AVE	MISC. INVESTIGATION	10/21/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/21/2023	N/A	NAVARRO	COMPLETE	\$0.00
534 J ST	FIRE	10/21/2023	N/A	ALCAZAR/CUBIAS	CHECKS OKAY	\$0.00
DIVISADERO/ I ST	VEHICLE CHECK	10/21/2023	N/A	ALCAZAR	CITE/72 HOUR TAG	\$50.00
647 PEREZ ST	VEHICLE CHECK	10/21/2023	N/A	ALCAZAR	72 HOUR TAG	\$0.00
912 MARIE ST	REFUELING	10/21/2023	N/A	NAVARRO	COMPLETE	\$0.00
867 OLLER ST	COMMUNITY CONTACT	10/21/2023	N/A	ALCAZAR	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/21/2023	N/A	ALCAZAR	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/21/2023	N/A	NAVARRO	COMPLETE	\$0.00
580 DERRICK AVE	MISC. INVESTIGATION	10/21/2023	N/A	NAVARRO/ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
300 RIOS ST	VEHICLE CHECK	10/22/2023	N/A	ALCAZAR	CITE	\$275.00
BASS/HWY33	MUNICODE VIOLATION(WEEDES)	10/22/2023	N/A	ALCAZAR	WARNING	\$0.00
MENDOTA PD	REPORTS	10/22/2023	N/A	ALCAZAR	COMPLETE	\$0.00
1441 7TH ST	VANDALISM	10/22/2023	N/A	ALCAZAR	REPORT TO FOLLOW	\$0.00
ROJAS PIERCE PARK	PATROL CHECK	10/22/2023	N/A	ALCAZAR	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/22/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
420 W BELMONT AVE	MUNICIPAL CODE VIOLATION(TAMPERING W/ PUBLIC UTILITIES)	10/22/2023	N/A	ALCAZAR	WARNING	\$0.00
901 MARIE ST	VEHICLE CHECK	10/22/2023	N/A	ALCAZAR	CITE	\$50.00
3699 BASS AVE	MISC. INVESTIGATION	10/22/2023	N/A	ALCAZAR	COMPLETE	\$0.00
912 MARIE ST	REFUELING	10/23/2023	N/A	NAVARRO	COMPLETE	\$0.00
912 MARIE ST	REFUELING	10/23/2023	N/A	ALCAZAR	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	10/23/2023	N/A	SANDOVAL/NAVARRO	COMPLETE	\$0.00
241 HOLMES AVE	VEHICLE CHECK	10/23/2023	N/A	ALCAZAR	CITE	\$50.00
300 RIOS ST	VEHICLE CHECK	10/23/2023	N/A	ALCAZAR	CITE	\$50.00
1297 OLLER ST	COMMUNITY CONTACT	10/23/2023	N/A	ALCAZAR	COMPLETE	\$0.00
CITY OF MENDOTA	SPECIAL DETAIL	10/23/2023	N/A	ALCAZAR/SANDOVAL/NAVARRO	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	PATROL CHECK	10/23/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
MENDOTA PD	LOBBY TRAFFIC	10/23/2023	N/A	ALCAZAR	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	10/23/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/23/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/23/2023	N/A	ALCAZAR	COMPLETE	\$0.00
OLLER /3RD	EQUIPMENT REPAIR	10/23/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	EQUIPMENT REPAIR	10/24/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/24/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/24/2023	N/A	SANDOVAL	COMPLETE	\$0.00

**Code Enforcement
Monthly Log**

October 2023

185 NAPLES	COMMUNITY CONTACT	10/24/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/24/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
1490 4TH ST	MUNICIPAL CODE VIOLATION(LITTERING)	10/24/2023	N/A	SANDOVAL	WARNING	\$0.00
MENDOTA PD	MISC. INVESTIGATION	10/24/2023	N/A	PENA	NECESSARY ACTION TAKEN	\$0.00
OLLER/3RD	EQUIPMENT REPAIR	10/24/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	EQUIPMENT REPAIR	10/25/2023	N/A	PENA	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	FIRE	10/25/2023	N/A	PENA/SANDOVAL	NECESSARY ACTION TAKEN	\$0.00
MENDOTA CITY HALL	COMMUNITY CONTACT	10/25/2023	N/A	SANDOVAL	COMPLETE	\$0.00
646 STAMOULES ST	FOUND PERSON	10/25/2023	N/A	SANDOVAL/BARRERA/PENA/DAO	NECESSARY ACTION TAKEN	\$0.00
MENDOTA PD	CITIZEN ASSIST	10/25/2023	N/A	PENA	REPORT TO FOLLOW	\$0.00
CITY HALL	COMMUNITY CONTACT	10/25/2023	N/A	SANDOVAL	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/25/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
CITY OF FRESNO	SPECIAL DETAIL	10/25/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
DERRICK/TUFT	EQUIPMENT REPAIR	10/26/2023	N/A	SANDOVAL	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/26/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MCCABE ELEMENTARY	FOLLOW UP	10/26/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	SPECIAL DETAIL	10/26/2023	N/A	SANDOVAL/PENA	COMPLETE	\$0.00
MENDOTA PD	SPECIAL DETAIL	10/26/2032	N/A	SANDOVAL	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	10/26/2023	N/A	PENA	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/26/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
209 TUFT ST	VEHICLE CHECK	10/27/2023	N/A	NAVARRO	72 HOUR TAG	\$0.00
3699 BASS	MISC. INVESTIGATION	10/27/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
985 LOLITA ST	FOLLOW UP	10/27/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	COMMUNITY CONTACT	10/27/2023	N/A	ALCAZAR	COMPLETE	\$0.00
1840 7TH ST	COMMUNITY CONTACT	10/27/2023	N/A	NAVARRO	COMPLETE	\$0.00
230 MCCABE AVE	CITIZEN ASSIST	10/27/2023	N/A	NAVARRO/ALCAZAR	COMPLETE	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	SPECIAL DETAIL	10/28/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/28/2023	N/A	ALCAZAR	COMPLETE	\$0.00
MENDOTA PD	VEHICLE NUISANCE	10/29/2023	N/A	ALCAZAR/NAVARRO/CUBIAS	NECESSARY ACTION TAKEN	\$0.00
WILLIAM R JOHNSTON MUNI AIRPORT	MISC. INVESTIGATION	10/29/2023	N/A	ALCAZAR	COMPLETE	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/29/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
AVENAL LANDFILL	SPECIAL DETAIL	10/30/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
MENDOTA PD	SPECIAL DETAIL	10/30/2023	N/A	ALCAZAR/NAVARRO	COMPLETE	\$0.00
PEREZ/LOZANO	VANDALISM	10/30/2023	N/A	PENA/SANDOVAL	REPORT TO FOLLOW	\$0.00
612 DERRICK AVE	COMMUNITY CONTACT	10/30/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
111 BELMONT AVE	COMMUNITY CONTACT	10/30/2023	N/A	PENA	COMPLETE	\$0.00
912 MARIE ST	REFUELING	10/30/2023	N/A	PENA	COMPLETE	\$0.00
3699 BASS	MISC. INVESTIGATION	10/30/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
46 GURROLA ST	COMMUNITY CONTACT	10/30/2023	N/A	SANDOVAL	COMPLETE	\$0.00
SORENSEN /HOLMES	VANDALISM	10/30/2023	N/A	PENA/SANDOVAL	COMPLETE	\$0.00
AMOR WELLNESS	SPECIAL DETAIL	10/30/2023	N/A	SANDOVAL/PENA/GURROLA	COMPLETE	\$0.00
605 LOZANO ST	CITIZEN ASSIST	10/30/2023	N/A	NAVARRO/ALCAZAR/CUBIAS	COMPLETE	\$0.00
AMADOR/GONZALEZ	VANDALISM	10/31/2023	N/A	PENA	REPORT TO FOLLOW	\$0.00
MENDOTA PD	LOBBY TRAFFIC	10/31/2023	N/A	PENA	NECESSARY ACTION TAKEN	\$0.00
GUILLEN PARKWAY	PATROL CHECK	10/31/2023	N/A	PENA	CHECKS OKAY	\$0.00
SAN DIEGO/BELMONT	PATROL CHECK	10/31/2023	N/A	PENA	CHECKS OKAY	\$0.00
3699 BASS AVE	MISC. INVESTIGATION	10/31/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA SMOG	COMMUNITY CONTACT	10/31/2023	N/A	PENA	COMPLETE	\$0.00
POOL PARK	PATROL CHECK	10/31/2023	N/A	PENA	CHECKS OKAY	\$0.00
					TOTAL:	\$2,825.00



MENDOTA POLICE DEPARTMENT

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CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230002747.1		10/1/2023	Sun	NO	VANDALISM	PC 594
230002750.1		10/1/2023	Sun	YES	AGGRAVATED ASSAULT	PC 273AA
230002752.1		10/2/2023	Mon	YES	WARRANT ARREST	PC 978.5
230002753.1		10/2/2023	Mon	NO	MISSING PERSON	
230002760.1		10/3/2023	Tue	NO	ERROR	
230002761.1		10/3/2023	Tue	YES	TRESPASS	PC 602(O)(2)
230002762.1		10/3/2023	Tue	NO	INCIDENT REPORT	
230002771.1		10/3/2023	Tue	NO	TRAFFIC COLLISION	
230002772.1		10/3/2023	Tue	NO	INCIDENT REPORT	
230002773.1		10/4/2023	Wed	NO	GTA RECOVERY	
230002774.1		10/4/2023	Wed	NO	REPOSESSION	
230002775.1		10/4/2023	Wed	YES	AGGRAVATED ASSAULT	PC 245A1
230002776.1		10/4/2023	Wed	NO	HIT & RUN	VC 20002
230002777.1		10/4/2023	Wed	YES	AGGRAVATED ASSAULT	PC 245A1, PC 243D, PC 148A1, PC 243B
230002780.1		10/4/2023	Wed	NO	REPOSESSION	
230002784.1		10/5/2023	Thu	YES	OPEN CONTAINER	BP 25620
230002786.1		10/5/2023	Thu	NO	REPOSESSION	
230002787.1		10/5/2023	Thu	YES	WARRANT ARREST	PC 978.5
230002792.1		10/5/2023	Thu	YES	PUBLIC INTOXICATION	PC 647F
230002794.1		10/5/2023	Thu	NO	VANDALISM	PC 594
230002803.1		10/6/2023	Fri	YES	WEAPONS POSSESSION (BRASS KNUCKLES)	PC 21810, VC 12500
230002804.1		10/6/2023	Fri	YES	OPEN CONTAINER	BP 25620
230002805.1		10/6/2023	Fri	YES	PUBLIC INTOXICATION	PC 647F, WARRANT ARREST
230002808.1		10/6/2023	Fri	NO	ERROR	
230002809.1		10/6/2023	Fri	NO	REPOSESSION	
230002810.1		10/6/2023	Fri	NO	TRAFFIC COLLISION	
230002813.1		10/6/2023	Fri	YES	WARRANT ARREST	PC 978.5
230002814.1		10/6/2023	Fri	YES	OPEN CONTAINER	BP 25620
230002815.1		10/6/2023	Fri	YES	WARRANT ARREST	PC 978.5
230002816.1		10/6/2023	Fri	NO	HIT & RUN	VC 20002
230002817.1		10/7/2023	Sat	YES	OPEN CONTAINER	BP 25620
230002819.1		10/7/2023	Sat	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230002820.1		10/7/2023	Sat	NO	TRAFFIC COLLISION	
230002821.1		10/7/2023	Sat	YES	OPEN CONTAINER	BP 25620
230002823.1		10/7/2023	Sat	YES	BREAKING TRACTION	VC 23109
230002825.1		10/7/2023	Sat	NO	EXTORTION	PC 524
230002826.1		10/7/2023	Sat	YES	DUI ARREST	VC 23152
230002828.1		10/8/2023	Sun	YES	WARRANT ARREST	PC 978.5
230002830.1		10/8/2023	Sun	NO	FRAUD	PC 484G
230002832.1		10/8/2023	Sun	YES	BREAKING TRACTION	VC 23103, VC 12500
230002833.1		10/8/2023	Sun	NO	INCIDENT REPORT	
230002839.1		10/8/2023	Sun	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
230002841.1		10/8/2023	Sun	YES	DUI ARREST	VC 23152F, VC 14601.2, HS 11377
230002846.1		10/8/2023	Sun	NO	SIMPLE ASSAULT	PC 242



MENDOTA POLICE DEPARTMENT

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CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230002847.1		10/8/2023	Sun	NO	SIMPLE ASSAULT	PC 242
230002848.1		10/8/2023	Sun	YES	DUI ARREST	VC 23152
230002850.1		10/9/2023	Mon	NO	GRAND THEFT AUTO	VC 10851
230002851.1		10/9/2023	Mon	YES	OPEN CONTAINER	BP 25620
230002855.1		10/9/2023	Mon	NO	INCIDENT REPORT	
230002859.1		10/9/2023	Mon	YES	AGGRAVATED ASSAULT	PC 245A1
230002861.1		10/9/2023	Mon	YES	WARRANT ARREST	PC 978.5
230002862.1		10/10/2023	Tue	YES	WARRANT ARREST	PC 978.5
230002863.1		10/10/2023	Tue	NO	INCIDENT REPORT	
230002865.1		10/10/2023	Tue	YES	WARRANT ARREST	PC 978.5
230002866.1		10/10/2023	Tue	NO	HIT & RUN	VC 20002
230002875.1		10/11/2023	Wed	NO	MENTALLY UNSTABLE	WI 5150
230002876.1		10/11/2023	Wed	NO	FRAUD	PC 532
230002877.1		10/11/2023	Wed	NO	TRAFFIC COLLISION	
230002880.1		10/12/2023	Thu	NO	REPOSSESSION	
230002882.1		10/12/2023	Thu	NO	REPOSSESSION	
230002883.1		10/12/2023	Thu	YES	WARRANT ARREST	PC 978.5
230002885.1		10/12/2023	Thu	NO	VEHICLE STORAGE	VC 22651
230002889.1		10/12/2023	Thu	NO	HIT & RUN	VC 20002
230002891.1		10/12/2023	Thu	YES	NARCOTICS VIOLATION	HS 11377
230002893.1		10/12/2023	Thu	NO	REPOSSESSION	
230002895.1		10/13/2023	Fri	NO	VEHICLE STORAGE	VC 22651
230002898.1		10/13/2023	Fri	NO	VANDALISM	PC 594
230002899.1		10/13/2023	Fri	NO	HIT & RUN	VC 20002
230002900.1		10/13/2023	Fri	NO	VEHICLE STORAGE	VC 22651
230002903.1		10/13/2023	Fri	YES	BREAKING TRACTION	VC 23109
230002907.1		10/14/2023	Sat	NO	VEHICLE STORAGE	VC 22651
230002908.1		10/14/2023	Sat	YES	AGGRAVATED ASSAULT	PC 417A1, HS11377
230002913.1		10/14/2023	Sat	YES	VANDALISM	PC 594
230002915.1		10/15/2023	Sun	YES	AGGRAVATED ASSAULT	PC 273AA
230002916.1		10/15/2023	Sun	YES	UNLICENSED DRIVER	VC 23127, VC 12500
230002917.1		10/15/2023	Sun	YES	WARRANT ARREST	PC 978.5
230002920.1		10/15/2023	Sun	NO	VEHICLE STORAGE	VC 22651
230002921.1		10/15/2023	Sun	NO	INCIDENT REPORT	
230002922.1		10/15/2023	Sun	YES	BURGLARY TOOLS	PC 466
230002923.1		10/15/2023	Sun	NO	INCIDENT REPORT	
230002924.1		10/16/2023	Mon	YES	WARRANT ARREST	PC 978.5
230002925.1		10/16/2023	Mon	YES	WARRANT ARREST	PC 978.5
230002926.1		10/16/2023	Mon	NO	EXPIRED REG	VC 4000A1
230002927.1		10/16/2023	Mon	YES	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 417.4, PC 24510
230002928.1		10/16/2023	Mon	NO	HIT & RUN	VC 20002
230002929.1		10/16/2023	Mon	NO	VEHICLE BURGLARY	PC 459
230002932.1		10/16/2023	Mon	YES	NARCOTICS VIOLATION	HS 11377, HS 11364



MENDOTA POLICE DEPARTMENT

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CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230002933.1		10/16/2023	Mon	NO	VANDALISM	PC 594
230002934.1		10/16/2002	Wed	NO	FIELD INTERVIEW	
230002935.1		10/17/2023	Tue	YES	WARRANT ARREST	PC 978.5
230002939.1		10/17/2023	Tue	NO	HIT & RUN	VC 20002
230002940.1		10/17/2023	Tue	YES	PUBLIC INTOXICATION	PC 647F
230002941.1		10/17/2023	Tue	NO	INCIDENT REPORT	
230002945.1		10/17/2023	Tue	NO	ERROR	
230002949.1		10/17/2023	Tue	NO	VANDALISM	PC 594
230002950.1		10/18/2023	Wed	NO	FIELD INTERVIEW	
230002951.1		10/18/2023	Wed	NO	VANDALISM	PC 594
230002952.1		10/18/2023	Wed	YES	SIMPLE ASSAULT (DV)	PC 243E1
230002954.1		10/18/2023	Wed	YES	WARRANT ARREST	PC 978.5
230002955.1		10/18/2023	Wed	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
230002961.1		10/19/2023	Thu	NO	PETTY THEFT	PC 484A
230002967.1		10/19/2023	Thu	YES	WARRANT ARREST	PC 978.5
230002968.1		10/19/2023	Thu	NO	VANDALISM	PC 594
230002973.1		10/20/2023	Fri	NO	VANDALISM	PC 594, PC 3056, PC 602
230002974.1		10/20/2023	Fri	NO	GRAND THEFT AUTO	VC 10851
230002975.1		10/20/2023	Fri	NO	INCIDENT REPORT	
230002976.1		10/20/2023	Fri	YES	PUBLIC INTOXICATION	PC 647F, PC 148
230002979.1		10/20/2023	Fri	NO	INCIDENT REPORT	
230002982.1		10/21/2023	Sat	YES	NARCOTICS VIOLATION	HS 11364, BP25620
230002983.1		10/21/2023	Sat	NO	FOUND PROPERTY	
230002984.1		10/21/2023	Sat	YES	OPEN CONTAINER	BP 25620
230002985.1		10/21/2023	Sat	NO	VEHICLE STORAGE	VC 22651
230002986.1		10/21/2023	Sat	YES	WARRANT ARREST	PC 978.5
230002988.1		10/21/2023	Sat	NO	FRAUD	PC 532
230002996.1		10/21/2023	Sat	YES	DUI ARREST	VC 23152
230002997.1		10/22/2023	Sun	NO	VANDALISM	PC 594
230003000.1		10/22/2023	Sun	YES	WARRANT ARREST	PC 978.5
230003005.1		10/22/2023	Sun	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230003006.1		10/22/2023	Sun	NO	INCIDENT REPORT	
230003007.1		10/22/2023	Sun	YES	WARRANT ARREST	PC 978.5
230003008.1		10/23/2023	Mon	NO	DECEASED PERSON	11-44
230003009.1		10/23/2023	Mon	NO	INCIDENT REPORT	
230003010.1		10/23/2023	Mon	NO	INCIDENT REPORT	
230003012.1		10/23/2023	Mon	NO	INCIDENT REPORT	
230003015.1		10/23/2023	Mon	YES	BREAKING TRACTION	VC 23109, VC 23103
230003017.1		10/23/2023	Mon	YES	NARCOTICS VIOLATION	HS 11377, HS 11378
230003019.1		10/24/2023	Tue	NO	INCIDENT REPORT	
230003021.1		10/24/2023	Tue	NO	PETTY THEFT	PC 484A
230003022.1		10/24/2023	Tue	NO	INCIDENT REPORT	
230003025.1		10/24/2023	Tue	NO	ERROR	



MENDOTA POLICE DEPARTMENT

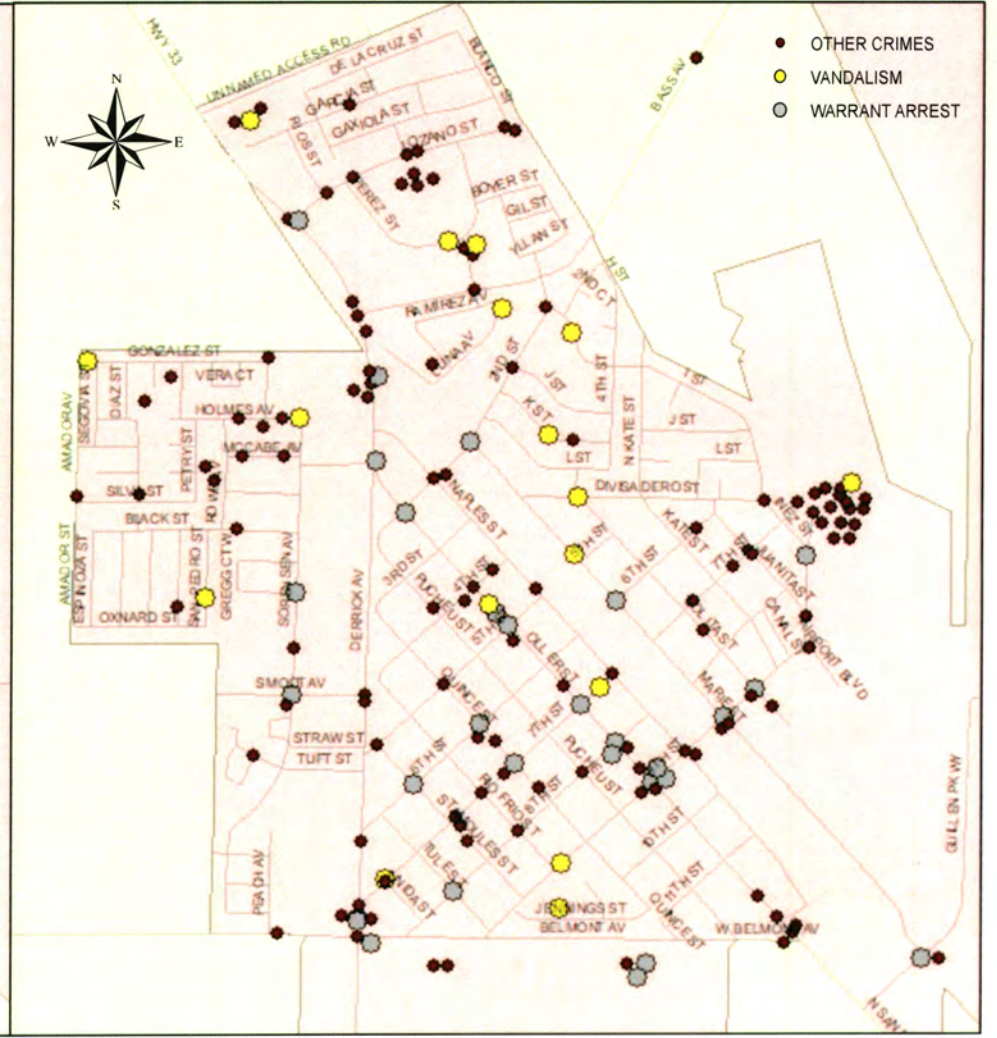
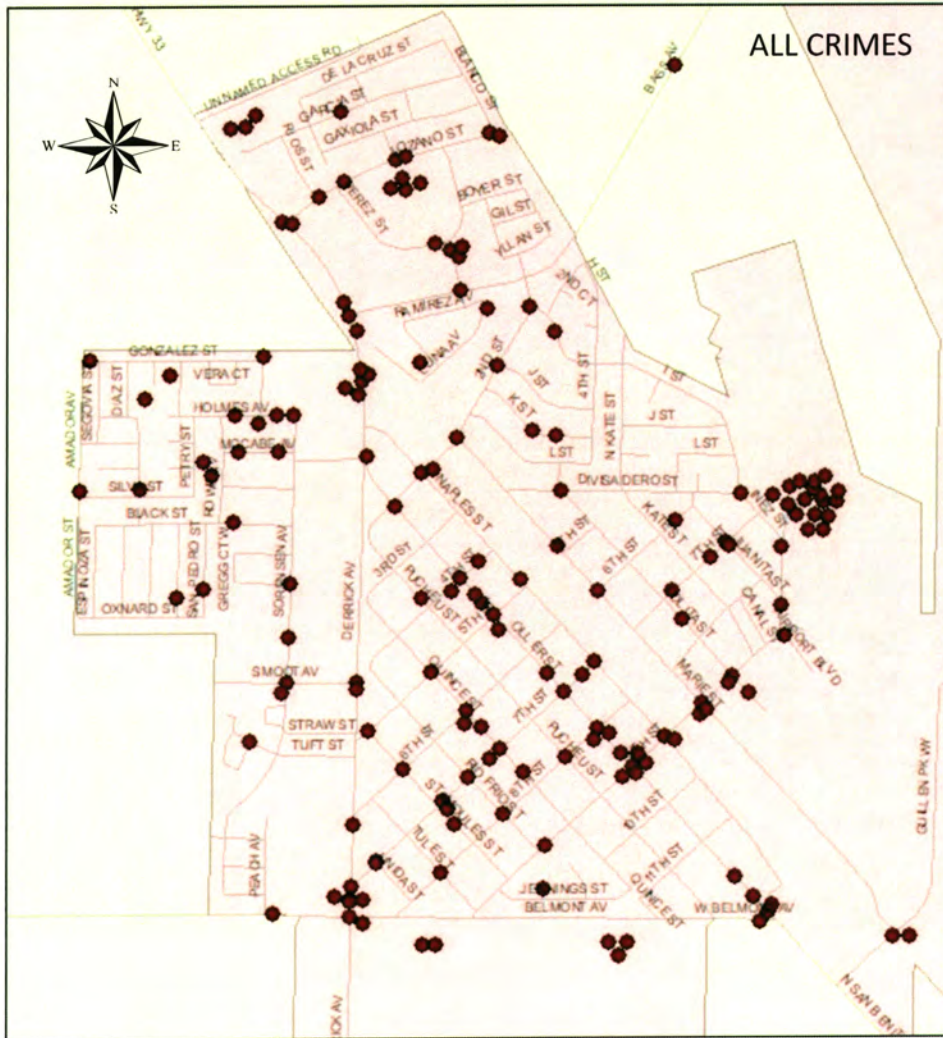
OCTOBER 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230003028.1		10/24/2023	Tue	NO	REPOSSESSION	
230003030.1		10/24/2023	Tue	NO	ERROR	
230003031.1		10/24/2023	Tue	YES	WARRANT ARREST	PC 978.5
230003036.1		10/25/2023	Wed	NO	FRAUD	PC 532
230003037.1		10/25/2023	Wed	NO	INCIDENT REPORT	
230003040.1		10/25/2023	Wed	NO	INCIDENT REPORT	
230003041.1		10/25/2023	Wed	NO	VANDALISM	PC 594
230003042.1		10/25/2023	Wed	YES	WARRANT ARREST	PC 978.5
230003046.1		10/25/2023	Wed	NO	FIELD INTERVIEW	
230003047.1		10/25/2023	Wed	YES	WARRANT ARREST	PC 978.5
230003053.1		10/26/2023	Thu	NO	INCIDENT REPORT	
230003054.1		10/26/2023	Thu	NO	AGGRAVATED ASSAULT	PC 243D
230003055.1		10/26/2023	Thu	NO	MISSING PERSON	
230003057.1		10/26/2023	Thu	NO	FIELD INTERVIEW	
230003059.1		10/26/2023	Thu	YES	WARRANT ARREST	PC 978.5
230003060.1		10/26/2023	Thu	YES	NARCOTICS VIOLATION	HS 11377
230003063.1		10/26/2023	Thu	YES	WARRANT ARREST	PC 978.5
230003067.1		10/27/2023	Fri	YES	WARRANT ARREST	PC 978.5
230003069.1		10/27/2023	Fri	YES	DUI ARREST	VC 23152
230003074.1		10/28/2023	Sat	NO	AGGRAVATED ASSAULT	PC 245A1
230003079.1		10/28/2023	Sat	NO	HIT & RUN	VC 20002
230003080.1		10/28/2023	Sat	YES	WARRANT ARREST	PC 978.5
230003083.1		10/29/2023	Sun	YES	WARRANT ARREST	PC 978.5
230003085.1		10/29/2023	Sun	YES	BREAKING TRACTION	VC 23103, VC 12500, VC 4462
230003086.1		10/29/2023	Sun	NO	SIMPLE ASSAULT	PC 242
230003089.1		10/30/2023	Mon	NO	VANDALISM	PC 594
230003090.1		10/30/2023	Mon	NO	PETTY THEFT	PC 484
230003091.1		10/30/2023	Mon	NO	VANDALISM	PC 594
230003092.1		10/30/2023	Mon	NO	MISSING PERSON	
230003093.1		10/30/2023	Mon	NO	VANDALISM	PC 594
230003096.1		10/30/2023	Mon	NO	FIELD INTERVIEW	
230003098.1		10/30/2023	Mon	NO	ERROR	
230003100.1		10/30/2023	Mon	YES	WARRANT ARREST	PC 978.5
230003102.1		10/31/2023	Tue	NO	FOUND PROPERTY	
230003103.1		10/31/2023	Tue	NO	VANDALISM	PC 594
230003104.1		10/31/2023	Tue	NO	LOST PROPERTY	
230003105.1		10/31/2023	Tue	YES	WARRANT ARREST	PC 978.5
230003106.1		10/31/2023	Tue	YES	WARRANT ARREST	PC 978.5
230003109.1		10/31/2023	Tue	NO	ERROR	
230003110.1		10/31/2023	Tue	YES	NARCOTICS VIOLATION	HS 11350, HS 11351, HS 11352
230003111.1		10/31/2023	Tue	YES	WARRANT ARREST	PC 978.5
230003112.1		10/31/2023	Tue	NO	VANDALISM	PC 594
230003113.1		10/31/2023	Tue	NO	VANDALISM	PC 594

MENDOTA POLICE DEPARTMENT

OCTOBER 2023 - MAP





MENDOTA POLICE DEPARTMENT

OCTOBER 2023



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT	2	1		2	1		2	8
AGGRAVATED ASSAULT (DV)	1	1					1	3
BRANDISHING							1	1
BREAKING TRACTION	2	1				1	1	5
BURGLARY TOOLS	1							1
DECEASED PERSON		1						1
DUI ARREST	2					1	2	5
ERROR		1	5			1		7
EXPIRED REG		1						1
EXTORTION							1	1
FIELD INTERVIEW		1		3	1			5
FOUND PROPERTY			1				1	2
FRAUD	1			2			1	4
GRAND THEFT AUTO		1				1		2
GTA RECOVERY				1				1
HIT & RUN		1	2	1	1	2	1	8
INCIDENT REPORT	4	4	6	2	1	2		19
LOST PROPERTY			1					1
MENTALLY UNSTABLE				1				1
MISSING PERSON		2			1			3
NARCOTICS VIOLATION	1	2	1	1	2		1	8
OPEN CONTAINER		1			1	2	3	7
PETTY THEFT		1	1		1			3
PUBLIC INTOXICATION			1		1	2		4
REPOSSESSION			1	2	4	1		8
SIMPLE ASSAULT	3							3
SIMPLE ASSAULT (DV)				1				1
TRAFFIC COLLISION			1	1		1	1	4
TRESPASS			1					1
UNLICENSED DRIVER	1							1
VANDALISM	2	4	4	2	2	2	1	17
VEHICLE BURGLARY		1						1
VEHICLE STORAGE	1				1	2	2	6
WARRANT ARREST	5	5	7	3	5	3	2	30
WEAPONS POSSESSION (BRASS KNUCKLES)						1		1
Grand Total	26	29	32	22	22	22	20	173

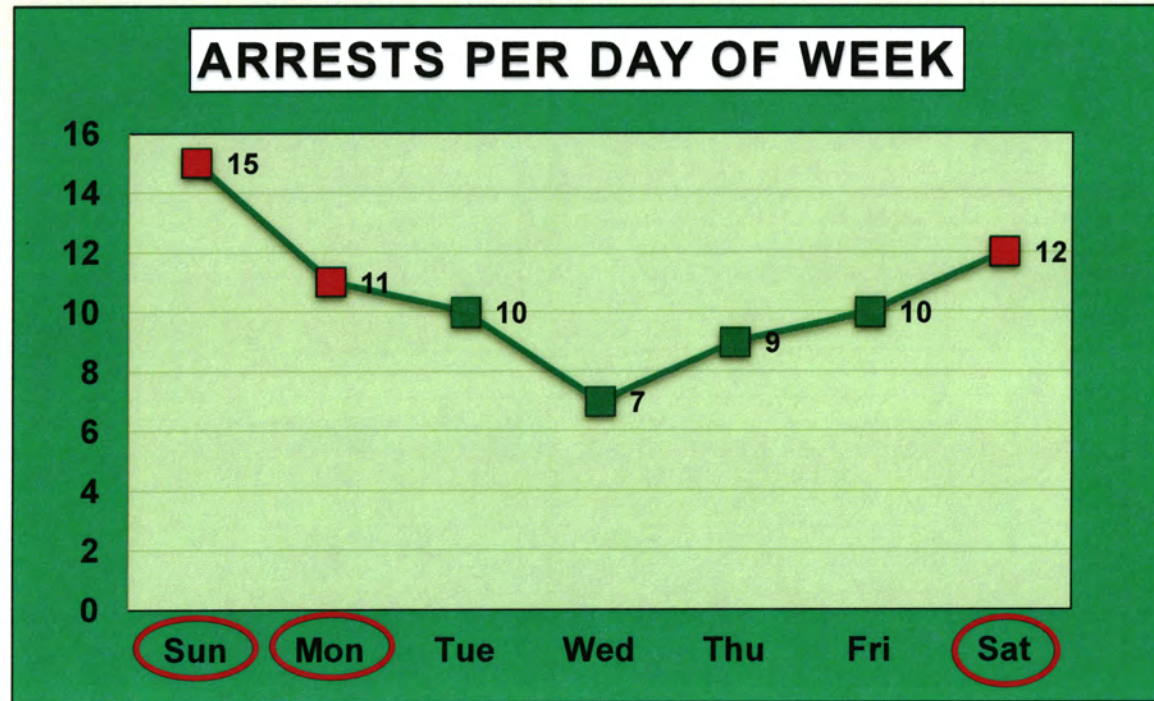


MENDOTA POLICE DEPARTMENT

OCTOBER 2023 - ARRESTS



DAYS	ARRESTS
Sun	15
Mon	11
Tue	10
Wed	7
Thu	9
Fri	10
Sat	12
Grand Total	74



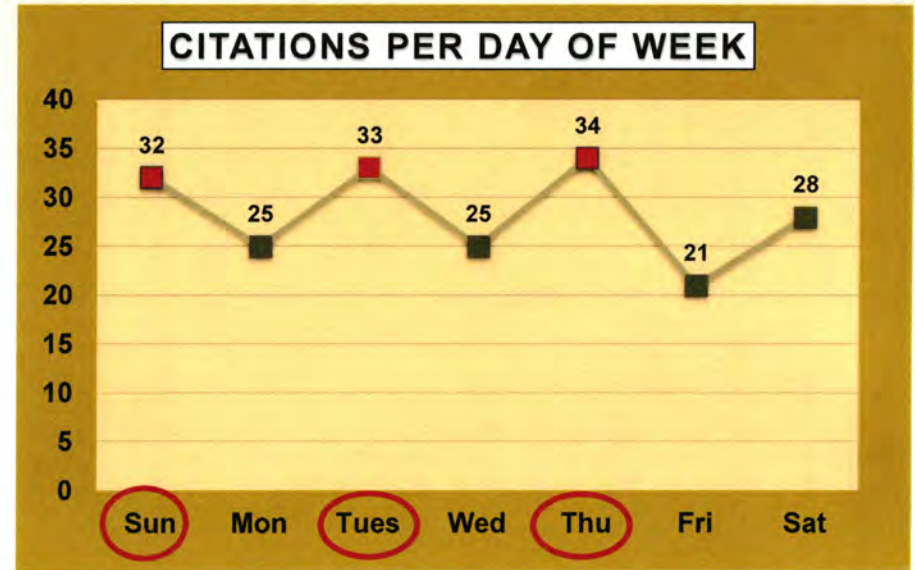


MENDOTA POLICE DEPARTMENT

OCTOBER 2023 - CITES



CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK
230002743.1	10/1/2023	Sun	230002858.1	10/9/2023	Mon	230002989.1	10/21/2023	Sat
230002744.1	10/1/2023	Sun	230002860.1	10/9/2023	Mon	230002990.1	10/21/2023	Sat
230002745.1	10/1/2023	Sun	230002864.1	10/10/2023	Tue	230002991.1	10/21/2023	Sat
230002746.1	10/1/2023	Sun	230002867.1	10/10/2023	Tue	230002992.1	10/21/2023	Sat
230002748.1	10/1/2023	Sun	230002868.1	10/10/2023	Tue	230002993.1	10/21/2023	Sat
230002749.1	10/1/2023	Sun	230002869.1	10/11/2023	Wed	230002994.1	10/21/2023	Sat
230002751.1	10/1/2023	Sun	230002870.1	10/11/2023	Wed	230002995.1	10/21/2023	Sat
230002754.1	10/2/2023	Mon	230002871.1	10/11/2023	Wed	230002998.1	10/22/2023	Sun
230002755.1	10/2/2023	Mon	230002872.1	10/11/2023	Wed	230002999.1	10/22/2023	Sun
230002756.1	10/2/2023	Mon	230002873.1	10/11/2023	Wed	230003001.1	10/22/2023	Sun
230002757.1	10/2/2023	Mon	230002874.1	10/11/2023	Wed	230003002.1	10/22/2023	Sun
230002758.1	10/2/2023	Mon	230002878.1	10/11/2023	Wed	230003003.1	10/22/2023	Sun
230002759.1	10/2/2023	Mon	230002879.1	10/11/2023	Wed	230003004.1	10/22/2023	Sun
230002763.1	10/3/2023	Tue	230002881.1	10/12/2023	Thu	230003011.1	10/23/2023	Mon
230002764.1	10/3/2023	Tue	230002884.1	10/12/2023	Thu	230003013.1	10/23/2023	Mon
230002765.1	10/3/2023	Tue	230002886.1	10/12/2023	Thu	230003014.1	10/23/2023	Mon
230002766.1	10/3/2023	Tue	230002887.1	10/12/2023	Thu	230003016.1	10/23/2023	Mon
230002767.1	10/3/2023	Tue	230002888.1	10/12/2023	Thu	230003018.1	10/24/2023	Tue
230002768.1	10/3/2023	Tue	230002890.1	10/12/2023	Thu	230003020.1	10/24/2023	Tue
230002769.1	10/3/2023	Tue	230002892.1	10/12/2023	Thu	230003023.1	10/24/2023	Tue
230002770.1	10/3/2023	Tue	230002894.1	10/13/2023	Fri	230003024.1	10/24/2023	Tue
230002778.1	10/4/2023	Wed	230002896.1	10/13/2023	Fri	230003026.1	10/24/2023	Tue
230002779.1	10/4/2023	Wed	230002897.1	10/13/2023	Fri	230003027.1	10/24/2023	Tue
230002781.1	10/4/2023	Wed	230002901.1	10/13/2023	Fri	230003029.1	10/24/2023	Tue
230002782.1	10/4/2023	Wed	230002902.1	10/13/2023	Fri	230003032.1	10/24/2023	Tue
230002783.1	10/5/2023	Thu	230002904.1	10/14/2023	Sat	230003033.1	10/24/2023	Tue
230002785.1	10/5/2023	Thu	230002905.1	10/14/2023	Sat	230003034.1	10/24/2023	Tue
230002788.1	10/5/2023	Thu	230002906.1	10/14/2023	Sat	230003035.1	10/24/2023	Tue
230002789.1	10/5/2023	Thu	230002909.1	10/14/2023	Sat	230003038.1	10/25/2023	Wed
230002790.1	10/5/2023	Thu	230002910.1	10/14/2023	Sat	230003039.1	10/25/2023	Wed
230002791.1	10/5/2023	Thu	230002911.1	10/14/2023	Sat	230003043.1	10/25/2023	Wed
230002793.1	10/5/2023	Thu	230002912.1	10/14/2023	Sat	230003044.1	10/25/2023	Wed
230002795.1	10/5/2023	Thu	230002914.1	10/15/2023	Sun	230003045.1	10/25/2023	Wed
230002796.1	10/5/2023	Thu	230002918.1	10/15/2023	Sun	230003048.1	10/25/2023	Wed
230002797.1	10/5/2023	Thu	230002919.1	10/15/2023	Sun	230003049.1	10/25/2023	Wed
230002798.1	10/5/2023	Thu	230002930.1	10/16/2023	Mon	230003050.1	10/25/2023	Wed
230002799.1	10/5/2023	Thu	230002931.1	10/16/2023	Mon	230003051.1	10/25/2023	Wed
230002800.1	10/5/2023	Thu	230002936.1	10/17/2023	Tue	230003052.1	10/26/2023	Thu
230002801.1	10/6/2023	Fri	230002937.1	10/17/2023	Tue	230003056.1	10/26/2023	Thu
230002802.1	10/6/2023	Fri	230002938.1	10/17/2023	Tue	230003058.1	10/26/2023	Thu
230002806.1	10/6/2023	Fri	230002942.1	10/17/2023	Tue	230003061.1	10/26/2023	Thu
230002807.1	10/6/2023	Fri	230002943.1	10/17/2023	Tue	230003062.1	10/26/2023	Thu
230002811.1	10/6/2023	Fri	230002944.1	10/17/2023	Tue	230003064.1	10/27/2023	Fri
230002812.1	10/6/2023	Fri	230002946.1	10/17/2023	Tue	230003065.1	10/27/2023	Fri
230002818.1	10/7/2023	Sat	230002947.1	10/17/2023	Tue	230003066.1	10/27/2023	Fri
230002822.1	10/7/2023	Sat	230002948.1	10/17/2023	Tue	230003068.1	10/27/2023	Fri
230002824.1	10/7/2023	Sat	230002953.1	10/18/2023	Wed	230003070.1	10/28/2023	Sat
230002827.1	10/7/2023	Sat	230002956.1	10/18/2023	Wed	230003071.1	10/28/2023	Sat
230002829.1	10/8/2023	Sun	230002957.1	10/18/2023	Wed	230003072.1	10/28/2023	Sat
230002831.1	10/8/2023	Sun	230002958.1	10/18/2023	Wed	230003073.1	10/28/2023	Sat
230002834.1	10/8/2023	Sun	230002959.1	10/19/2023	Thu	230003075.1	10/28/2023	Sat
230002835.1	10/8/2023	Sun	230002960.1	10/19/2023	Thu	230003076.1	10/28/2023	Sat
230002836.1	10/8/2023	Sun	230002962.1	10/19/2023	Thu	230003077.1	10/28/2023	Sat
230002837.1	10/8/2023	Sun	230002963.1	10/19/2023	Thu	230003078.1	10/28/2023	Sat
230002838.1	10/8/2023	Sun	230002964.1	10/19/2023	Thu	230003081.1	10/28/2023	Sat
230002840.1	10/8/2023	Sun	230002965.1	10/19/2023	Thu	230003082.1	10/29/2023	Sun
230002842.1	10/8/2023	Sun	230002966.1	10/19/2023	Thu	230003084.1	10/29/2023	Sun
230002843.1	10/8/2023	Sun	230002969.1	10/19/2023	Thu	230003087.1	10/29/2023	Sun
230002844.1	10/8/2023	Sun	230002970.1	10/19/2023	Thu	230003088.1	10/29/2023	Sun
230002845.1	10/8/2023	Sun	230002971.1	10/20/2023	Fri	230003094.1	10/30/2023	Mon
230002849.1	10/9/2023	Mon	230002972.1	10/20/2023	Fri	230003095.1	10/30/2023	Mon
230002852.1	10/9/2023	Mon	230002977.1	10/20/2023	Fri	230003097.1	10/30/2023	Mon
230002853.1	10/9/2023	Mon	230002978.1	10/20/2023	Fri	230003099.1	10/30/2023	Mon
230002854.1	10/9/2023	Mon	230002980.1	10/20/2023	Fri	230003101.1	10/30/2023	Mon
230002856.1	10/9/2023	Mon	230002981.1	10/20/2023	Fri	230003107.1	10/31/2023	Tue
230002857.1	10/9/2023	Mon	230002987.1	10/21/2023	Sat	230003108.1	10/31/2023	Tue

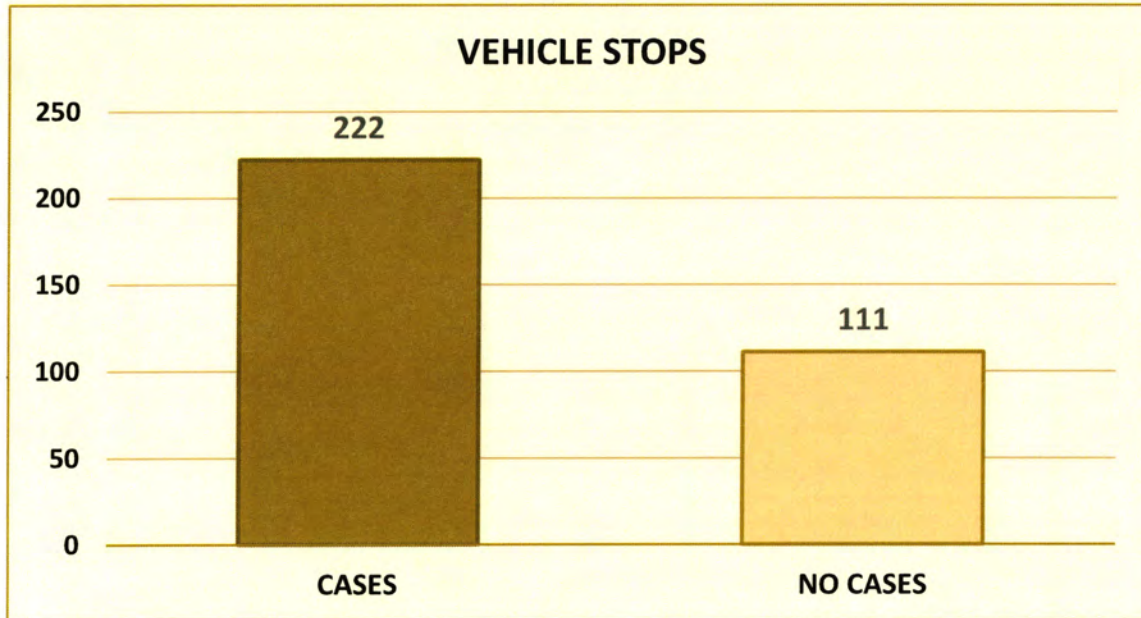


DAYS	COUNT
Sun	32
Mon	25
Tues	33
Wed	25
Thu	34
Fri	21
Sat	28
Grand Total	198



MENDOTA POLICE DEPARTMENT

OCTOBER 2023 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 333

- WITH CASE NUMBERS – 222
- WITHOUT CASE NUMBERS - 111



MENDOTA POLICE DEPARTMENT

OCTOBER 2023



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2023 Totals	SEPT-OCT%
Homicide	0	0	0	0	1	0	0	0	0	0	0			1	NON-CAL
Rape	0	0	0	1	0	1	1	2	2	2	0			9	-100%
Other Sex Offense	5	1	3	2	0	2	0	0	0	0	0			8	NON-CAL
Robbery	0	0	0	0	0	1	1	1	0	1	0			4	-100%
Aggravated Assault	3	2	2	4	2	3	7	4	4	9	8			45	-11%
Aggravated Assault (DV)	4	2	3	1	1	4	3	5	5	5	3			32	-40%
Simple Assault	5	1	6	5	1	1	5	4	12	7	3			45	-57%
Simple Assault (DV)	0	0	0	1	2	1	2	0	0	1	1			8	0%
Residential Burglary	0	1	1	0	0	1	1	2	1	0	0			7	NON-CAL
Commercial Burglary	0	1	0	0	0	0	0	0	0	2	0			3	-100%
Auto Theft	7	6	6	2	8	6	2	7	5	7	2			51	-71%
Grand Theft	0	0	0	3	1	1	1	0	0	0	0			6	NON-CAL
Petty Theft	2	2	1	4	8	20	4	1	2	1	3			46	200%
Vehicle Burglary	1	1	1	1	2	0	3	2	0	0	1			11	NON-CAL
ID Theft/Fraud	1	2	0	1	1	2	5	4	1	1	4			21	300%
Arson	0	0	0	0	0	0	1	0	0	0	0			1	NON-CAL
Vandalism	10	11	9	9	8	7	11	8	14	4	17			98	325%
Hate Crimes	0	0	0	0	0	0	0	0	0	0	0			0	NON-CAL
Possession of Firearm	0	2	0	1	2	0	2	0	1	0	1			9	NON-CAL
Possession of Knife	0	0	1	0	1	0	1	0	3	1	1			8	0%
DUI Arrests	4	5	2	4	5	4	9	3	2	2	5			41	150%
Public Intoxication	0	3	3	1	6	15	11	4	17	4	4			68	0%
Narcotics Violation	4	1	3	14	9	17	12	12	16	11	10			105	-9%
Parole/Restraining Order Violation	2	1	1	2	0	3	0	3	3	5	1			19	-80%
Warrant Arrest	8	8	5	14	14	20	11	13	16	15	30			146	100%
Mental Health Reports	1	0	2	2	0	1	1	1	0	0	1			8	NON-CAL
Runaway / Missing	1	4	3	1	1	3	1	1	7	4	3			28	-25%
Trespass	1	1	2	1	0	1	5	1	1	2	2			16	0%
TOTALS	59	55	54	74	73	114	100	78	112	84	100	0	0	844	19%



MENDOTA POLICE DEPARTMENT

OCTOBER 2023 – VANDALISM



VANDALISM: 17

- 11 – TO VEHICLES
- 3 – TO RESIDENCES
- 3 – TO PUBLIC PROPERTIES

