



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor

JESUS MENDOZA
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
March 23, 2021
6:00 PM

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 Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

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

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

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

If you would like to participate in this meeting via Zoom, please use the following information:

Dial-in number: 1(669) 900-6833 Meeting ID: 481 456 459 Password: 93640

<https://zoom.us/j/481456459?pwd=S1ZEc0VYaXRRTFp6c293cHMvQlA1dz09>

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATION

1. Will Oliver with Fresno County Economic Development Corporation to provide a presentation on the services that the agency provides.
2. Jeff Roberts with the Assemi Group to provide a presentation on the proposed Kamm Avenue Processing Plant.

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 March 9, 2021 and the special City Council meeting of March 11, 2021.
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. MARCH 4, 2021 THROUGH MARCH 17, 2021
WARRANT LIST CHECK NOS. 50062 THROUGH 50108
TOTAL FOR COUNCIL APPROVAL = \$1,127,672.89
2. Proposed adoption of **Resolution No. 21-15**, Authorizing the City Manager or His Designee to Execute the A&E Consultant Agreement (Contract) with Provost & Pritchard Consulting Group for Preparation of Final Engineering Plans, Specifications, and Estimate for the Citywide Railroad Corridor Crossing Improvements, Federal Aid Project No. STPL-5285(020).
3. Proposed adoption of **Resolution No. 21-16**, Accepting the Engineer's Report for Landscape and Lighting Maintenance District 2019-01 for Fiscal Year 2021-2022, Declaring Its Intention to Levy and Collect Assessments for Fiscal Year 2021-2022, and Scheduling a Public Hearing for Consideration of Same.
4. Proposed adoption of **Resolution No. 21-17**, Supporting the Kamm Avenue Pistachio Processing Plant.

BUSINESS

1. Proposed adoption of **Resolution No. 21-14**, Conditionally Approving the Exclusive-Use Permits for City Facilities for 2021.
 - a. *Receive report from Finance Officer Diaz*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provides input and considers Resolution No. 21-14 for adoption*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Monthly Report
2. City Attorney
 - a) Update
3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. PUBLIC EMPLOYMENT
Pursuant to CA Government Code § 54957.6
Topic: Management Employee Compensation and Benefit Plan
City's Designated Representative and Negotiator: Cristian Gonzalez, City Manager

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of March 23, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, March 19, 2021 at 1:55 p.m.



Celeste Cabrera-Garcia, City Clerk

Learn all about the PROPOSED KAMM AVENUE PROCESSING PLANT



What is the Kamm Avenue Processing Plant Project?

A family-owned growing and processing operation is proposing to construct and operate a pistachio processing facility on 315 acres of family-owned land on the south side of Kamm Avenue between Interstate 5 and State Route 33. Surrounded by open fields and pistachio orchards, the plant site is located in Cantua Creek just north of Three Rocks.

The family has been farming on the westside for more than 25 years. They have continually invested in sustainable farming and irrigation practices to ensure the growth of the business, employees, and the communities in which they operate.

The proposed Kamm Avenue Processing Plant will be a state-of-the-art facility using sustainable practices, benefiting local growers, and bringing needed jobs and economic activity to Fresno County. The plant has environmental advantages over other processing plants as it will incorporate the most current energy efficiency standards required by the California Green Building Code and will use the newest available equipment. The new facility will process pistachios marketed by Touchstone Pistachio Company.



What BENEFITS will the Kamm Avenue Processing Plant Project Provide?

Valley Agriculture

- Current site has not been used to grow crops in recent years and will not displace any agricultural production.
- Processing crops in a local facility improves the quality and market value of the crop.
- Growers save time and money in transportation costs when using a local processing facility.
- Provide growers a choice of processing facilities, increasing competition and reducing costs.

Economic Advantages

- Construction and operation will create and keep jobs in Fresno County and the local community providing means for the community to recover from the pandemic recession.
- Will employ 60 full-time employees once fully operational.
- Will employ an additional 60 seasonal employees during the 6-week harvest and approximately 100 jobs during construction.
- Local jobs will bring local spending and economic activity.

Environmental Benefits

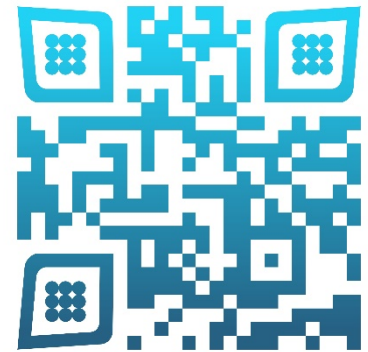
- The plant will use a new water reduction system using 40% less water with approximately 80-90% reused for irrigation purposes.
- Plant operations will have no impact on groundwater and will use only surface water.
- Close proximity of the plant to local growers will save fuel and reduce vehicle emissions.
- With a sustainable design, operations will not create any new pollution in the community.



What is the Project related Draft Environmental Impact Report?

- To ensure that the plant's potential impacts were considered as fully as possible, a full Environmental Impact Report has been prepared and is currently available for public and agency review.
- The 45-day review period began on February 17, 2021 and will end on April 4, 2021.
- The Draft Environmental Impact Report contains strategies that will ensure plant construction and operations will protect our community's water supplies, water quality, quiet neighborhoods, air quality, natural resources, and the surrounding transportation system.

Scan here for access to the Draft Environmental Impact Report at the Project webpage:



Want to learn more about the Project?

Join our upcoming **COMMUNITY FORUM*** to learn more about the Kamm Avenue Processing Plant and the Draft Environmental Impact Report.

Community Forum
Tuesday, March 23, 2021
6:00 – 7:00pm

Register in advance at

https://zoom.us/webinar/register/WN_8JigDIWBTDKMTnxadG2p0w

Simultaneous Spanish Translation Services will be offered.

Conference Line for Spanish Interpretation

Phone Number (978) 990-5000

Password: 118026, #(key sign)

Join the Forum and Be Entered to Win A \$50 Gift Card! **

**Due to current COVID-19 social distancing requirements, and in the interest of public health, the Project Team will hold the Community Forum virtually via Zoom.*

***Must be in attendance to win.*

Official public comments on the Draft Environmental Impact Report can be provided

- Via Email at info@KAPPproject.com
- Via the Project webpage at www.KAPPproject.com
- Via the Project Hotline at: (559) 272-4561
- Via Mail at:
Kamm Avenue Processing Plant, LLC
Attention: Samantha Ens, Associate Project Manager
1306 W. Herndon Avenue, Suite 108
Fresno, CA 93711.

PROPOSED KAMM AVENUE PROCESSING PLANT

Frequently Asked Questions



What is the Kamm Avenue Processing Plant?

- A family-owned growing and processing operation is proposing to construct and operate a pistachio processing facility to process nuts from nearby orchards.

Where will the Kamm Avenue Processing Plant be located?

- Surrounded by open fields and pistachio orchards, the plant site is located in Cantua Creek on the south side of Kamm Avenue between Interstate 5 and Highway 33, about 1.5 miles north of Three Rocks.
- With direct access to both Interstate 5 and Highway 33, there will be no increased through traffic for the local community of Three Rocks.

Why does the family want to build this new plant?

- The family has been farming on the west side for over 25 years and would like to continue to invest in sustainable farming and irrigation practices allowing for job opportunities as well as growth and stability for the communities in which they operate.

How big will the plant be if constructed and when will construction start?

- The overall plant site will be 315 acres with the majority of plants operations occurring on 80 acres.
- If approved, construction is planned to begin in June of 2021 and extend through April 2022.
- The plant would begin partial operations in Fall 2021.

What is so special about this plant?

- The plant will allow for a hands-on, state of the art approach to pistachio processing.
- It will be able to process, store, and package 60 million pounds of pistachios for shipment to domestic and international markets.

How many employees will the plant have?

- When fully operational, the plant will have 60 full-time employees.
- During the 6-week harvest season, the plant will add an additional 60 seasonal employees.

Why is an Environmental Impact Report being prepared for the plant?

- To ensure that the plant's potential environmental impacts were considered as fully as possible.
- Completing the requirements of the Environmental Impact Report process ensures that the plant construction and operation will protect our community's water supplies, water quality, air quality, and other natural resources.

Air quality in our area is already poor, will plant operations create more pollution?

- No, the plant has been designed to be sustainable and will use new, energy efficient pistachio processing equipment that has been designed to meet the more stringent air pollution control standards of current times.
- Travel distances for growers will be reduced which will reduce greenhouse gas emissions produced by the trucks hauling the nuts to be processed.



Will the plant use a lot of water?

- The plant will use a new water reduction system allowing it to use 40% less water than other processors and approximately 80-90% of the water used will be reused for irrigation purposes.

Is there enough groundwater available to support the plant?

- The plant's operations will have no impact on groundwater, using only surface water and then reusing the water for irrigation purposes.

Will residents who live near the plant face any noise, odor, or insect issues?

- With the plant location a mile from any residences, noise will not be an issue.
- Typically, pistachio processing plant odors and insects are due to nut hulls being dumped allowing them to grow mildew. Instead of dumping hulls at the plant, they will be hauled off-site to become a feed source for cattle.

Will there be chemicals stored on-site?

- Yes, chemical storage locations are common with nut processing plants.
- Plant operations will follow all local, state, and federal requirements related to the use and storage of chemicals used in the processing of the nuts.
- With the location of the proposed plant more than one mile from any residences, the plant would not create a hazard or safety risk that would affect the local residents.

What about fuel consumption and fuel emissions?

- The state-of-the art facility will be remarkably fuel efficient with automation that will reduce the use of forklifts by 30%.
- With its location near pistachio orchards, growers will be reducing travel time and distance to get their crops to the processing plant saving fuel and reducing emissions.

Will any of the plant buildings exceed the local height ordinances?

- The plant will have a total of 49 silos that do exceed height limits. The plant is located in a very rural setting and the silos have been laid out East to West and would be seen from cars traveling East to West on Kamm Avenue.

A Fresno Bee article said that the Kamm Avenue Processing Plant “would be the largest pistachio processing plant.” Is this accurate?

- No, this is inaccurate. The plant will process 60 million pounds of pistachios. There are two other pistachio processing plants operating in Northern California, one processes 200 million pounds and the other processes between 350-400 million pounds.

Where can I learn more about the plant and the Environmental Impact Report?

- For a link to the Environmental Impact Report or to provide comments and feedback scan the QR Code to be directed to the Kamm Avenue Pistachio Processing Plant webpage at: <http://www.KAPPproject.com>.

What if I still have questions or concerns?

- Leave a message on our 24-Hour Hotline and someone will get back to you.
 - (559) 272-4561
- Send us an email:
 - info@KAPPproject.com





MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

March 9, 2021

Meeting called to order by Mayor Castro at 6:00 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso, Joseph Riofrio, and Oscar Rosales

Council Members Absent: None

Flag salute led by City Manager Gonzalez

FINALIZE THE AGENDA

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

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of February 9, 2021 and the special City Council meetings of February 17, 2021 and March 3, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

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

CONSENT CALENDAR

1. FEBRUARY 3, 2021 THROUGH FEBRUARY 16, 2021
WARRANT LIST CHECK NOS. 47827 THROUGH 47881
TOTAL FOR COUNCIL APPROVAL = \$528,397.69
2. FEBRUARY 17, 2021 THROUGH MARCH 2, 2021
WARRANT LIST CHECK NOS. 47882 THROUGH 50061, 50150
TOTAL FOR COUNCIL APPROVAL = \$472,730.12
3. Proposed adoption of **Resolution No. 21-13**, authorizing the final payment, including retainage, to the Cal Valley Construction, Inc. for the Bass & Barboza Roundabout – CMLSTBGL-5285(023).
4. Proposed adoption of **Resolution No. 21-14**, conditionally approving the exclusive-use permits for City facilities for 2021.

A request was made to pull item 4 for discussion.

A motion was made by Councilor Riofrio to approve items 1 through 3 of the Consent Calendar, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

4. Proposed adoption of **Resolution No. 21-14**, conditionally approving the exclusive-use permits for City facilities for 2021.

Discussion was held on the item.

Dino Perez (Westside Youth, Inc.) – provided information on the exclusive use applications that the organization submitted.

Discussion was held on the information that Mr. Perez provided.

Sergio Valdez (Mendota Youth Recreation) – provided information on the exclusive use applications that the organization submitted.

Discussion was held on the information that Mr. Valdez provided.

Discussion was held on the item, and the status of the new baseball and soccer fields.

City Engineer Osborn provided an update on the status of the new baseball and soccer fields.

A motion was made by Councilor Riofrio to table the item to the March 23rd City Council Minutes of City Council Meeting 2 March 9, 2021

meeting, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

Discussion was held on the soccer field.

BUSINESS

1. Council discussion and consideration of potential grant projects to be prepared by California Consulting on behalf of California Alliance for Jobs.

Mayor Castro introduced the item and Finance Officer Diaz summarized the report.

Discussion was held on the item and potential grant projects.

A motion was made by Councilor Rosales to direct staff to submit the list of projects to California Alliance for Jobs to ensure that they comply with the grant requirements and to prioritize the proposed projects, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

2. Council discussion and consideration of the financing proposal for the proposed City Hall/Police Station project.

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

Jeff Tamkin (Public Facilities Investment Corporation) – provided information for the item.

Charles Dellinger (RRM Design Group) – provided information for the item.

Discussion was held on the information provided.

A motion was made by Councilor Riofrio to direct staff to move forward with determining financing options for a project cost that contains contingency and furniture and equipment (\$7,502,000 option), seconded by Councilor Alonso; unanimously approved (5 ayes).

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-05**, Amending Chapter 8.37 of Title 8 of the Mendota Municipal Code to Cure Omissions in the Adoption of Ordinance No. 20-16.

Mayor Castro introduced the item and City Attorney Kinsey provided the report.

At 7:44 p.m. Mayor Castro opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Rosales to adopt Ordinance No. 21-05, seconded by Councilor Riofrio; unanimously approved (5 ayes).

2. Council discussion and consideration of **Ordinance No. 21-06**, Amending Chapter 15.04 of Title 15 of the Mendota Municipal Code to Exempt Razor Wire Use by Commercial Cannabis Businesses.

Mayor Castro introduced the item and City Attorney Kinsey provided the report.

At 7:46 p.m. Mayor Castro opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Riofrio to adopt Ordinance No. 21-06, seconded by Councilor Rosales; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Officer
 - a) Grant Update
 - b) Statewide Parks Program Grant Presentation

Finance Officer Diaz provided an update on various grant projects; the status of various grant applications; and provided information on the City's statewide parks program grant application.

Discussion was held on the information provided by Finance Officer Diaz.

2. City Engineer
 - a) Update

City Engineer Osborn provided his report including the status of various engineering projects, planning projects, grant applications, and development projects.

Discussion was held on the information provided by City Engineer Osborn.

3. City Attorney
 - a) Update

Discussion was held on a code enforcement case regarding the property at the corner of 6th Street and Lolita Street.

4. City Manager

City Manager Gonzalez reported on the upcoming Goal Setting meeting; and the possibility of coordinating with United Health Center to provide COVID-19 vaccines to City staff.

Discussion was held on the possibility of creating self-help homes; a significant amount of vehicles at the La Colonia subdivision; and code violations throughout the City.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Alonso stated that he recently went on a ride along with City Manager Gonzalez, and that he recently signed a letter that would be sent to President Biden.

Mayor Pro Tem Mendoza provided information on potential sponsorship opportunities for the Rojas-Pierce Park sports complex; honoring the staff and Council that worked on the expansion project; and considering naming the sports fields in the future.

Councilor Riofrio requested that an item be added to a future meeting agenda to discuss the issue with tow trucks being unable to park in the community.

Discussion was held on tax measures that have failed in the past; and code violations throughout the community;

2. Mayor

Mayor Castro thanked the Council and staff for their thoughts and prayers when his grandfather passed away and commented on his work on the City Council.

Mayor Pro Tem Mendoza thanked Mayor Castro for his work; commented on a meeting that was held with Senator Caballero; and his participation with the local schools to promote Read Across America week.

Mayor Castro reported that he was recently appointed to various committees.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- a. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case)

At 8:52 p.m. the Council moved into closed.

At 9:28 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regard to item 1 there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:28 p.m. by Mayor Pro Tem Mendoza, seconded by Councilor Alonso unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Special Meeting

March 11, 2021

Meeting called to order by Mayor Castro at 9:04 a.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso, Joseph Riofrio, and Oscar Rosales

Council Members Absent: None

Flag salute led by Mayor Castro

FINALIZE THE AGENDA

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

A motion was made by Councilor Riofrio to adopt the agenda, seconded by Councilor Rosales; unanimously approved (5 ayes).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

BUSINESS

1. Council discussion on the attainment of 2020 goals, and discussion and determination of 2021 goals.

Mayor Castro introduced the item and City Manager Gonzalez announced that Administrative Services Director Lekumberry has been appointed as interim Assistant City Manager and provided a summary of the item.

City Engineer Osborn provided information on the Pavement Management System Implementation report.

Discussion was held on the information provided by Mr. Osborn.

City Manager Gonzalez provided the report for the item.

Discussion was held on the information provided by Mr. Gonzalez.

At 10:48 a.m. Mayor Castro left the meeting.

Discussion was held on various issues throughout the community.

Joseph Amador – commented on the possibility of contracting with a campaigning firm, and the possibility of creating a dog park at Lozano Park.

A motion was made by Councilor Rosales to provide direction to staff on the 2021 goals, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Castro).

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 11:18 a.m. by Councilor Alonso, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Castro).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
3/4/2021-3/17/2021
CHECK# 50062-50108

Date	Check #	Check Amount	Vendor	Department	Description
3/4/2021	50062	\$ 308.25	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES FOR 3/11/21-4/12/21 CITYHALL/DMV/EDD
3/4/2021	50063	\$ 382.70	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUMS FOR FEBRUARY 2021
3/4/2021	50064	\$ 2,752.91	BANKCARD CENTER	GENERAL-WATER-SEWER-STREETS-DONATION	CREDIT CARD SERVICES FOR 1/27/2021-2/23/2021, DOG FOOD, LIFE SAVERS CONFERENCE REGISTRATION, PD BUSINESS CARDS
3/17/2021	50065	\$ 104,614.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 3/1/2021-3/14/2021
3/17/2021	50066	\$ 3,642.50	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN NOTIFICATION 3/3/2021, MONTHLY MEDICAL ADMINISTRATION FEES- MARCH 2021
3/17/2021	50067	\$ 30.74	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE FEBRUARY 2021
3/17/2021	50068	\$ 891,547.31	AMERICAN PAVING COMPANY	WATER	MOWRY BRIDGE REPLACEMENT PROJECT 2/1/21-2/28/21
3/17/2021	50069	\$ 226.42	AQUA NATURAL SOLUTIONS	SEWER	(6) MICROBE LIFT SLUDGE AWAY
3/17/2021	50070	\$ 266.95	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTALS FOR 3/04/2021, 3/11/2021, (2) WEARGUARD TRACK JACKETS- (P. MENDEZ AND G. VILLEGAS)
3/17/2021	50071	\$ 756.09	AT&T	GENERAL-WATER-SEWER	POLICE DISPATCH PHONE SERVICES FOR 1/27/21-2/26/21, CITYWIDE TELEPHONE SERVICES 1/25/2021-2/24/2021
3/17/2021	50072	\$ 581.02	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL SERVICE 1/12/2021-2/11/2021
3/17/2021	50073	\$ 8.02	AUTOZONE, INC.	GENERAL	(1) TURTLE WAX MAX POWER CAR WASH
3/17/2021	50074	\$ 438.97	AUTO HOUSE OF CLOVIS, INC.	GENERAL	(1) MOTORCYCLE BREAKS FRONT(1) FRONT BRAKE PAD (PD)
3/17/2021	50075	\$ 222.39	BEST UNIFORM	GENERAL	(1) 4S SHIRT(1) SET PATCHES(1) TIE BAR OFF. OFFICER VACA (PD)
3/17/2021	50076	\$ 889.70	BSK ASSOCIATES	WATER-SEWER	MONTHLY WASTEWATER WW MONTHLY (WEEK 1) 2/2/21 (WEEK2-5) 1/19/21, GENERAL EDT WEEKLY TREATMENT & DIST.
3/17/2021	50078	\$ 494.56	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT MARCH 2021
3/17/2021	50079	\$ 159.14	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL QUEST SERVICE FOR FEBURARY 2021
3/17/2021	50080	\$ 335.00	DIAMOND LOCKSMITHS	GENERAL	REMOVE/REPLACE PDL1200ET BYPASS 60129 (PD)
3/17/2021	50081	\$ 1,011.97	EXCEL SIGN COMPANY	GENERAL	(2) VEHICLE GRAPHICS FOR SIDES, REAR & ROOF #M87
3/17/2021	50082	\$ 12,250.00	FIREBAUGH POLICE	GENERAL-WATER-SEWER	POLICE DISPATCH SERVICES JANUARY 2021
3/17/2021	50083	\$ 143.68	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR FEBRUARY 2021 (PD)
3/17/2021	50084	\$ 434.00	FRESNO MOBILE RADIO INC.	GENERAL	(31) POLICE DEPARTMENT RADIOS FOR FEBRUARY 2021
3/17/2021	50085	\$ 4,886.73	ICAD INC.	WATER	7071T REPLACE COMM CARDS LABOR & MATERIALS
3/17/2021	50086	\$ 360.00	INSYARATH, KHAMPHOU	GENERAL	MONTH OF JANUARY 2021 STATS FOR POLICE DEPT. (PD), MONTH OF FEBRUARY 2021 STATS FOR POLICE DEPT (PD)
3/17/2021	50087	\$ 300.00	LEXIS NEXIS	GENERAL-WATER-SEWER	MONTHLY SUBSCRIPTION FOR FEBRUARY 2021
3/17/2021	50088	\$ 1,053.75	MARKLAND SPECIALTY ENGINEERING	SEWER	(1) MODEL 10 PORTABLE SLUDGE LEVEL DETECTOR
3/17/2021	50089	\$ 181.85	MENDOTA SMOG & REPAIR	GENERAL-WATER-SEWER-STREETS	2018 RAM- 1500 LARAMIE 3L V6 MOTOR OIL CHANGE (CG), 2019 DODGE R&R BRAKES & ROTORS, OIL CHANGE (PD)
3/17/2021	50090	\$ 2,695.50	MID VALLEY DISPOSAL, INC	STREETS-SEWER	ROLL OFF BIN EXCHANGE 10 YARD (2.94), (5.68), ROLL OFF BIN EXCHANGE 40 YARD (2.94)
3/17/2021	50091	\$ 5,700.00	MOUNTAIN VALLEY ENVIRONMENTAL	WATER-SEWER	FEBRUARY & MARCH 2021 CITY WATER, DISTRIBUTION, WW, & CPO SERVICES, FEBRUARY & MARCH 2021 CITY WATER
3/17/2021	50092	\$ 264.79	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICES FOR 559-266-6456 2/26/21-3/25/21
3/17/2021	50093	\$ 166.32	QUINN COMPANY	GENERAL-SEWER-STREETS	PARTS FOR GRADER, GASKET, TUBE A, FREIGHT CHARGE
3/17/2021	50094	\$ 25.00	RAMON'S TIRE & AUTO	GENERAL-WATER	FORD F-250 TIRE REPAIR (INSIDE PATCH), 2016 FORD SRW SUPER DUTY TIRE REPAIR, RADIAL TRAIL
3/17/2021	50095	\$ 2,355.90	RED WING BUSINESS ADVANTAGE	WATER-SEWER	(1) BOOT REPLACEMENT PER MOU FOR PUBLIC WORKS AND PUBLIC UTILITIES EMPLOYEES
3/17/2021	50096	\$ 125.00	RIGHT NOW PHLEBOTOMY	GENERAL	PHLEBOTOMY SERVICES #21-0409 3/11/21 P.CLARK (PD)
3/17/2021	50097	\$ 1,186.85	ERNEST PACKING SOLUTIONS	GENERAL-WATER-SEWER	(20) BLACK LARGE GLOVES (20) BLACK XL GLOVES

CITY OF MENDOTA
 CASH DISBURSEMENTS
 3/4/2021-3/17/2021
 CHECK# 50062-50108

3/17/2021	50098	\$ 19.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 2/21/21-3/20/21 (PD)
3/17/2021	50099	\$ 70.17	SITEONE LANDSCAPE SUPPLY LLC	GENERAL	(1) LESCO PROSERIES HANDHELD SPRAYER & TRIMMER LINE
3/17/2021	50100	\$ 124.81	WILLIAM SMITH	WATER	UTILITY ACCOUNT SMI0004-755 MARIE (CLOSED ACCOUNT)
3/17/2021	50101	\$ 1,516.57	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR FEBRUARY 2021, (2) MARKING PAINT, HAND SAW, CABLE TIES, SCREWS
3/17/2021	50102	\$ 194.85	TCM INVESTMENTS	GENERAL	MPC3503 RENTAL PAYMENT- POLICE DEPARTMENT COPIER
3/17/2021	50103	\$ 175.00	THE BUSINESS JOURNAL	GENERAL-WATER-SEWER	REQUEST FOR PROPOSALS- ELECTRONIC DOC. MANAGEMENT
3/17/2021	50104	\$ 50.28	THOMASON TRACTOR COMPANY	WATER-STREETS	JOHN DEERE 310 BACKHOE (ARM), JOHN DEERE BACKHOE 310SL (FILLER CAP)
3/17/2021	50105	\$ 3,201.33	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 1/2IN HMA TYPE A AGG & ASPHALT QTY:12.07 (HUMPS), ST 3/8 SC3000 AGG & ASPHALT QTY:9.37 (POTHOLES) TULE
3/17/2021	50106	\$ 890.41	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONE SERVICE FOR 2/7/21-3/6/21
3/17/2021	50107	\$ 9,417.51	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-WATER-SEWER	LEGAL SERVICES: GENERAL LEGAL SERVICES 2/15/21; CA SPORTSFISHING 2/15/21; COVID 19 RESPONSE 2/15/21
3/17/2021	50108	\$ 71,214.00	CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY	GENERAL	2020/2021 4TH QTR: LIABILITY PROGRAM & WORKERS' COMPENSATION PROGRAM

\$ 1,127,672.89

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE A&E CONSULTANT AGREEMENT (CONTRACT) WITH PROVOST & PRITCHARD CONSULTING GROUP FOR PREPARATION OF FINAL ENGINEERING PLANS, SPECIFICATIONS AND ESTIMATE FOR THE CITYWIDE RAILROAD CORRIDOR CROSSING IMPROVEMENTS, FEDERAL AID PROJECT NO. STPL-5285(020)
DATE: MARCH 23, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-15, authorizing the City Manager or his designee to execute the A&E Consultant Agreement (contract) with Provost & Pritchard Consulting Group for preparation of final engineering plans, specifications and estimate for the Citywide Railroad Corridor Crossing Improvements, Federal Aid Project No. STPL-5285(020)?

BACKGROUND

The City submitted an application for the Citywide Railroad Corridor Crossing Improvements during the 2017-18 Surface Transportation Block Grant (STBG) call for projects by FCOG and was awarded the funding requested. The project has been programmed on the Federal Transportation Improvement Plan (FTIP) and funding for the preliminary engineering phase was authorized by Caltrans on February 3, 2020.

The project proposes to improve the safety of the existing at-grade railroad crossing at Derrick Avenue, 9th Street and Belmont Street with the addition of concrete panels, installation of medians and/or channelizers and reconstructing the roadway adjacent to the crossings.

ANALYSIS

In accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual staff prepared and advertised a Request for Proposals (RFP) for final engineering services for the preparation of plans, specifications and estimates for the project. Resolution 20-90 approved the solicitation of proposals and the RFP was advertised from December 11, 2020 to December 31, 2020 on the City's website and the Fresno Business Journal. The initial solicitation only received one response and Caltrans Headquarters requested that staff readvertise the RFP and include an additional publication. The second solicitation ran from February 5, 2021 to February 26, 2021 and also included advertisement in the Fresno Bee. While it resulted in more interest, ultimately only one response was received. The proposal was opened and reviewed according to the metrics established. The firm of Provost & Pritchard Consulting Group was found to be qualified and responsive by staff. They are using ESP Surveying, Inc. and have a 22% claimed Disadvantage Business Enterprise (DBE) participation which exceeds the project's 15% DBE goal.

FISCAL IMPACT

The City has received authorization for \$68,700 of funds for the preliminary engineering phase, up to \$60,820 of which may be reimbursed from CMAQ funding and the remaining “local match” of \$7,880 will be paid from the City’s Street Fund. The cost proposal received from Provost & Pritchard Consulting Group is \$68,700.10, which is within the authorized funding for the project. There will be no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-15, authorizing the City Manager or his designee to execute the A&E Consulting Agreement with Provost & Pritchard Consulting Group for preparation of final engineering plans, specifications and estimate for the Citywide Railroad Corridor Crossing Improvements, Federal Aid Project No. STPL-5285(020).

Attachment(s):

1. Resolution No. 21-15
2. A&E Consultant Agreement
3. Exhibit 10-H

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER OR HIS DESIGNEE TO
EXECUTE THE A&E CONSULTANT AGREEMENT
(CONTRACT) WITH PROVOST & PRITCHARD
CONSULTING GROUP FOR PREPARATION OF
FINAL ENGINEERING PLANS, SPECIFICATIONS, AND
ESTIMATE FOR THE CITYWIDE RAILROAD CORRIDOR
CROSSING IMPROVEMENTS, FEDERAL AID PROJECT
NO. STPL-5285(020)**

RESOLUTION NO. 21-15

WHEREAS, the City of Mendota (“City”) submitted an application for the Citywide Railroad Corridor Crossing Improvements during the 2017-18 Surface Transportation Block Grant (“STBG”) call for projects by Fresno Council of Governments (“FCOG”); and

WHEREAS, on February 3, 2020, the project has been programmed on the Federal Transportation Improvement Plan (“FTIP”) to improve the safety of the existing at-grade railroad crossing at Derrick Avenue, 9th Street and Belmont with the addition of concrete panels, installation of medians and/or channelizers, and reconstructing the roadway adjacent to the crossings; and

WHEREAS, in accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual staff prepared a Request for Proposals (“RFP”) for final engineering services for the preparation of plans, specifications, and estimates for the project and advertised for two solicitations due December 31, 2020, and February 26, 2021; and

WHEREAS, the City received one bid proposal for the Citywide Railroad Corridor Crossing Improvements project per result of each RFP advertisement and Caltrans has approved the use of non-competitive negotiated consultant contracts; and

WHEREAS, Provost & Pritchard Consulting Group submitted the only bid proposal for \$68,700.10 for the preparation of final engineering plans, specifications and estimate for the Citywide Railroad Corridor Crossing Improvements, Federal Aid Project No. STPL-5285(020).

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NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City does hereby authorize the City Manager or his designee to execute the A&E Consultant Agreement (contract) with Provost & Pritchard Consulting Group for the preparation of final engineering plans, specifications, and estimate for the Citywide Railroad Corridor Crossing Improvements, Federal Aid Project No. STPL-5285(020) dated December 29, 2020, in the amount of \$68,700.10.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

STANDARD FEDERAL-AID PROJECT A&E CONSULTANT AGREEMENT

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Provost & Pritchard Consulting Group

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Michael Osborn

The name of the "LOCAL AGENCY" is as follows:

City of Mendota

The Contract Administrator for LOCAL AGENCY will be Nancy Diaz

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated December 29, 2020. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit 10-H) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become

due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*)

- A. CONSULTANT Services
The services to be furnished shall be per Exhibit A, Scope of Work, as provided by CONSULTANT and agreed upon by the LOCAL AGENCY, the nature and extent of which shall be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings.

Final Plans, Specifications and Estimate (PS&E) shall be prepared to the LOCAL AGENCY's acceptance, referencing the appropriate Local and State standard details and specifications, and shall bear the stamp and signature of the professional Civil Engineer licensed in the State of California who was in responsible charge of preparing the documents.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

- B. Right of Way
The CONSULTANT shall assist the LOCAL AGENCY, providing exhibits and project information, as necessary, for coordination with the Union Pacific Railroad and Caltrans in order to obtain Right of Way Certification.
- C. Surveys

The CONSULTANT shall provide topographical field surveys of the project locations to establish the base mapping for design purposes. No construction surveys are required.

D. Subsurface Investigations

CONSULTANT is not responsible for making subsurface investigations, but the CONSULTANT shall research and map known facilities from information provided by utility providers.

E. Local Agency Obligations

The LOCAL AGENCY will provide direct communications and negotiations with the Union Pacific Railroad to obtain the agreement(s) necessary for proposed work. The LOCAL AGENCY will provide maps of Storm Drain, Sewer and Water facilities in the vicinity of the projects.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

Not Applicable to this AGREEMENT.

H. CONSULTANT Services During Construction

The CONSULTANT shall provide assistance during bidding and construction by responding to contractor's request for information, preparing revisions to plans or specifications, reviewing submittals and conducting up to two (2) site visits during construction, as requested by the LOCAL AGENCY.

I. Documentation and Schedules

The CONSULTANT shall provide the LOCAL AGENCY with a detailed schedule at the project kick-off meeting showing tasks, benchmark submittals, and agency review times. An updated version of the schedule shall be provided with each monthly invoice for services provided.

J. Deliverables and Number of Copies

The CONSULTANT shall deliver PDF, CAD (.dwg) format, and/or Word (.doc) of each deliverable.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on the date the contract is fully executed, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end one (1) year after the date of the notification to proceed, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the

schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Mendota
Attention: Nancy Diaz
643 Quince Street
Mendota, CA 93640

- E. The total amount payable by LOCAL AGENCY shall not exceed \$68,700.10.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract

Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highway and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL

AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor

Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that

failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The

CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the

evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 15%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL

AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XVIII INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance

presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City,

reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVI CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXX PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXI NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

PROVOST & PRITCHARD CONSULTING GROUP

Michael Osborn, P.E., Project Manager

286 West Cromwell Avenue

Fresno, CA 93711

LOCAL AGENCY:

CITY OF MENDOTA
Nancy Diaz, Contract Administrator
643 Quince Street
Mendota, CA 93460

ARTICLE XXXII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

City of Mendota

Provost & Prichard Consulting Group

Cristian Gonzalez

City Manager

Date: _____

Heather Bashian, P.E.

Title: Vice President

Date: _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVAL OF ENGINEER’S REPORT FOR LANDSCAPE & LIGHTING MAINTENACE
DISTRICT 2019-01 FOR FISCAL YEAR 2021/2022
DATE: MARCH 23, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-16, accepting the Engineer’s Report for the Landscape and Lighting Maintenance District 2019-01 for Fiscal Year 2021/2022?

BACKGROUND

At its regular meeting of July 9, 2019, the City Council adopted resolution 19-48 forming the Landscape and Lighting Maintenance District 2019-01 to cover the costs for landscape maintenance and park lighting operation and maintenance associated with Tract 6218 (La Colonia.) According to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the “Act”), an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.” (§22566 SHC)

ANALYSIS

The landscape improvements included in LLMD 2019-01 have not yet been fully completed by the developer. With the completion of the roundabout in January, the landscaping along Bass Avenue has commenced and is anticipated to be completed this month and then there is a year-long establishment and maintenance period prior to acceptance of the landscaping and irrigation by the City. The interior park improvements are completed; however, they were accepted by the City in February 2021. Because of this, the total levy has not changed from last year and the assessment per parcel will remain the same.

The City Manager and City Attorney have reviewed the Engineer’s Report and are satisfied that it meets the requirements of the Act.

FISCAL IMPACT

No negative financial impact. The assessment will result in income to the City in excess of \$20,000 per year, which is dedicated to the costs for landscape maintenance and park lighting operation and maintenance within LLMD 2019-01.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-16, accepting the Engineer's Report for Landscape and Lighting Maintenance District 2019-01 for fiscal year 2021/2022, declaring its intention to levy and collect assessments for Fiscal Year 2021/2022, and scheduling a public hearing for consideration of same, pursuant to California Streets and Highways Code §22565 et seq.

Attachment(s):

1. Resolution No. 21-16
2. Engineer's Report for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2021/2022

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ACCEPTING THE
ENGINEER’S REPORT FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT 2019-01
FOR FISCAL YEAR 2021/2022, DECLARING ITS
INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2021/2022, AND SCHEDULING
A PUBLIC HEARING FOR CONSIDERATION OF
SAME**

RESOLUTION NO. 21-16

WHEREAS, the Landscape and Lighting Act of 1972, California Streets and Highways Code § 22500 *et seq.* (“Act”), allows agencies, including cities, to create landscape and lighting maintenance districts to assess property owners for the cost of maintaining landscaping and operating lighting systems which provide special benefit to the property owners in the District over and above the benefits received by City of Mendota (“City”) residents at large;

WHEREAS, on July 9, 2019 the City Council adopted resolution 19-48 forming the Landscape and Lighting Maintenance District 2019-01 (“LLMD 2019-01”) to accommodate the La Colonia subdivision and fund improvement for landscape maintenance, including center median landscaping, parkway landscaping along the major perimeter street (Bass Avenue), public easement (paseo) landscaping, and neighborhood park open space area landscaping, and supplemental park lighting; and

WHEREAS, per the Act, an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.” (SHC, § 22566); and

WHEREAS, the City Engineer prepared the requisite Engineer’s Report for LLMD 2019-01 for the upcoming 2021/2022 fiscal year, attached hereto as Exhibit “A” and incorporated herein by this reference, which contains a detailed description of the proposed improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District and filed the report with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, State of California, as follows:

1. It is the intention of the City Council to order the levy and collection of an assessment for LLMD No. 2019-01 of the City of Mendota for fiscal year 2021/2022.

2. LLMD No. 2019-01 accommodates the La Colonia subdivision and funds improvement for landscape maintenance, including center median landscaping, parkway landscaping along the major perimeter street (Bass Avenue), public easement (paseo) landscaping, and neighborhood park open space area landscaping, and supplemental park lighting.
3. LLMD No. 2019-01 includes the entire boundary of Tract 6218, also known as the La Colonia subdivision.
4. The City Council accepts the Engineer's Report, attached hereto as Exhibit "A" and filed with the City Clerk, without modification.
5. A public hearing shall be held on April 13, 2021, at 6:00 p.m. at the regular meeting place of the Mendota City Council to consider the levy and collection of the proposed assessments.
6. The City Clerk is hereby directed to publish notice of the public hearing in accordance with Streets and Highway Code Sections 22625, 22552, and 22553 at least ten (10) days prior to the date of the public hearing.

BE IT FURTHER RESOLVED, by the City Council of the City of Mendota, State of California, that the activities contemplated herein are not subject to the California Environmental Quality Act, Public Resources Code, § 21000 et seq. (CEQA), pursuant to Title 14, Chapter 3, Section 15378(b)(4) of the California Code of Regulations because they involve the "creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment" and therefore do not constitute a "project" within the meaning of CEQA.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of March, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota

ENGINEER'S REPORT

Landscape and Lighting Maintenance District No. 2019-01

Fiscal Year 2021/2022

March 16, 2021

Prepared for:
City of Mendota

Prepared by:
Provost & Pritchard Consulting Group
286 W. Cromwell Avenue, Fresno 93711

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Report Prepared for:

City of Mendota

643 Quince Street
Mendota, CA 93640

Contact:

Cristian Gonzalez, City Manager

Report Prepared by:

Provost & Pritchard Consulting Group

Michael Osborn, PE
City Engineer
559-449-2700

mosborn@ppeng.com



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1 Introduction

1.1 Background

This report is prepared pursuant to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the “Act”). The Act allows agencies, including cities, to create Landscape and Lighting Maintenance Districts (LLMD) to assess property owners for the cost of maintaining landscaping, and operating lighting systems which provide special benefit to the property owners included in the LLMD which are over and above the benefits received by the City’s residents at large.

In July 2019 the City Council approved the formation of the Landscape and Lighting Maintenance District 2019-01 (LLMD 2019-01) and the levy of assessments to fund the landscape maintenance and the park lighting operation within Tract 6218, “La Colonia”.

Per the Act, an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.” (§22566 SHC)

This Engineer’s report describes LLMD 2019-01, including its boundaries; the properties which are included; the facilities which will be constructed, operated, and/or maintained; the amount proposed for assessment to the benefitting properties; the method proposed for apportionment of the assessment; and the dollar amount of the assessment proposed to be levied on each property within the LLMD. The assessments adopted by the City Council (the Council) must be prepared in accordance with the Act.

The Council must review the Engineer’s Report and may either order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and the assessments proposed to be levied and placed on the County tax roll for the coming fiscal year, the Council would then order the levy and collection of assessments for the fiscal year pursuant to the Act.

For the purposes of the LLMD 2019-01, the proposed operating and maintenance costs associated with the improvements and the benefitting properties have been closely reviewed and evaluated. The method of apportioning costs has been developed to provide an equitable method of calculating the benefit that various properties receive from the improvements. The assessments established for this fiscal year account for the anticipated operating and maintenance expenses for public areas of landscaping and for operation of special landscape and security lighting systems in the areas identified.

LLMD 2019-01 provides a mechanism to annually adjust the assessment to allow the City to keep income closely related to ongoing expense, without having to hold annual public hearings as would otherwise be required. This assessment adjustment mechanism allows the City Council to annually increase the maximum assessment rates by the greater of inflation (based on the Consumer Price Index) or two percent (2%). Should this automatic increase provision become inadequate to keep pace with actual expenses, a new calculation of costs and proposed assessments can be made and new assessment hearings may be held to confirm the increased assessments.

The area which is included in LLMD 2019-01 is shown on the Assessment Diagram in Appendix A. The Assessment Diagram shows the boundary of the LLMD, the areas to be maintained, and all of the properties that are assessed. This Engineer’s Report (“Report”) describes the LLMD, and the proposed assessments for this fiscal year. The maintenance, operation and servicing of the improvements associated with the LLMD that provide a special benefit to the properties in that area tabulated, and each parcel is assessed

proportionately for those costs that are found to be a special benefit to the properties within the LLMD. The budget and assessments are based on the City's estimated cost to provide these services.

LLMDs can include multiple "Benefit Zones," or areas which are assessed for the costs related to differing improvements related to the properties within each zone. This LLMD may be expanded in the future to include additional properties and Benefit Zones, by vote of the City Council. For this fiscal year, LLMD 2019-01 consists of a single Benefit Zone.

1.2 Parcels Included in LLMD 2019-01

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own address and its own Assessor's Parcel Number (APN) as assigned by the Fresno County Assessor's Office. The Fresno County Auditor/Controller uses APNs and specific Fund Numbers to identify properties assessed for Special District Benefit Assessments such as proposed for this LLMD on the property tax roll.

The City Council will review the Engineer's Report and the assessment information will be submitted to the County Auditor/Controller and will be included on the property tax roll for each parcel for this fiscal year.

1.3 Improvements Eligible for Inclusion

While not all of the following are included costs in LLMD 2019-01, the Act defines eligible improvements to mean one or any combination of the following, and any or all could be included in future assessments should the need arise:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;
- Costs associated with any elections held for the approval of a new or increased assessment.

The Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste;
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

2 Description of LLMD 2019-01

LLMD 2019-01 includes the entire boundary of Tract 6218, also known as the La Colonia subdivision. The boundary and layout of the LLMD 2019-01 are shown on the Assessment Diagram in Appendix A. All parcels within the tract are within a single zone of benefit.

Costs included in the proposed assessments include those associated with operations and maintenance of unique landscaping and lighting elements constructed by the developer and dedicated to the City, as described below. All of these are considered to be over and above the level of improvement customarily provided by the City, and therefore provide a special benefit to the property owners within LLMD 2019-01.

2.1 LLMD Purpose and Services Provided

LLMD 2019-01 provides for the ongoing maintenance and operation of landscaping, landscape and security lighting, graffiti abatement and related services within the public spaces located within LLMD 2019-01, as detailed in the sections below.

The costs and assessments set forth in this Report are based upon the City's estimate of the expenses related to the operation and maintenance of the LLMD 2019-01 improvements, including labor, personnel, utilities, equipment, materials, administration and incidental expenses.

Parcels that receive special benefits from the improvements within each Zone share in the cost of the services and improvements associated only with that Zone. For this fiscal year LLMD 2019-01 consists of a single Benefit Zone. The total amount to be assessed within the Zone for the operation and maintenance of the improvements is equitably spread among the benefiting parcels.

2.2 Landscape Maintenance

Landscape maintenance areas within the LLMD 2019-01 include center median landscaping and parkway landscaping along Bass Avenue, the major perimeter street; public easement (paseo) landscaping; and the neighborhood park open space area landscaping. Particular services provided may include, but would not be limited to:

- Fertilizing, cultivating, pruning, and replacing plant materials all landscape improvements within the medians, parkways, entryways, paseos and pocket park open space areas within the LLMD including street trees, turf, ground cover, shrubs, irrigation and drainage systems;
- Weed abatement;
- Painting and repairing of all sound walls, fencing, and necessary appurtenances. These may include but are not limited to shade structures, picnic tables, outdoor grills benches, trash and coal receptacles and similar items;
- Solid waste and litter collection

As noted above, LLMD 2019-01 includes only a single Benefit Zone. If additional areas are added to LLMD 2019-01 in the future, each area would be counted as a distinct and separate Benefit Zone. Improvements which would be operated and maintained may vary from zone to zone.

Landscape improvements within LLMD 2019-01 will be maintained and serviced on a regular basis. The frequency and specific maintenance and operations required within LLMD 2019-01 and each Benefit Zone will be determined weekly by City staff. The net costs associated with the improvements will be equitably spread to parcels proportionately according to the special benefits received.

2.3 Lighting Operation and Maintenance

LLMD 2019-01 includes supplemental lighting in the Park area. Cost for operation and maintenance of this light are included in the initial assessment. These costs include:

- Electrical power
- Lamp and LED replacement
- Graffiti removal and/or painting
- Replacement of broken or damaged parts

No other lighting improvements are included in LLMD 2019-01 at this time. As additional Benefit Zones are added, the costs of operating and maintaining the full variety of supplemental lighting improvements within those new Benefit Zones may be assessed to properties within those zones.

3 Method of Assessment

Pursuant to the Act, the costs incurred by the LLMD may be apportioned by any formula or method which fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each parcel from the assessed improvements. In order to accomplish this requirement, the formula used for calculating special benefits within the LLMD must reflect the land use composition of the parcels, the types of improvements being operated, and the maintenance and operations services provided.

The City must identify all parcels which have special benefits conferred upon them and which are to be assessed, in relationship to the entirety of the public improvement and the maintenance and operation expenses being provided.

3.1 Benefit Analysis

In conjunction with the provisions of the Act, the California Constitution, in Article XIIIID, defines a number of terms which are essential to an acceptable and equitable levy of assessments:

Section 2d defines “District” as follows:

“an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property related service.”

Section 2i defines “Special Benefit” as follows:

“a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute “special benefit.”

Section 4a defines “Proportional Special Benefit Assessments” as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

3.2 Potential Special Benefits of Landscaping Improvements

The special benefits of additional landscaping within the LLMD boundaries include:

- Enhanced aesthetic environment
- Additional greenspace and shade within the tract
- Enhanced home values due to increase in overall greenspace within the development.
- Enhanced home values due to increased attractiveness of entrance frontage and entrance road median

3.3 Potential Special Benefits of Special Lighting Improvements

The potential benefits of special landscape and lighting within the boundaries of the LLMD include:

- Convenience, safety, and security of property, improvements, and goods
- Improvement of usability of greenspace areas
- Enhanced deterrence of crime and the aid to police protection
- Improved ability of pedestrians to see potential obstacles

3.4 Assessment Methodology

Each parcel in LLMD 2019-01 is assigned a weighting factor known as an Assessment Unit (AU) to identify the parcel's proportionate special benefit from specific improvements. Each parcel's AU is calculated based on the parcel's land use, development status and/or size as compared to other parcels within the LLMD, as determined to be appropriate for each type of expense.

A typical single-family residential property will be assigned an AU of 1.00, and all other property types will be assigned an AU proportionate to the special benefits they receive as compared to this single-family residential property.

The total number of Assessment Units in each Zone will then be divided into the total dollar amount to be assessed (also known as the Balance to Levy, a term defined in the Act) to establish the Levy per AU (the Assessment Rate). The Assessment Rate will then be multiplied by the parcel's AU to establish the parcel's Levy Amount.

Put mathematically, the formulas for the method of apportionment will be as follows:

$$\text{Total Balance to Levy} / \text{Total AU in Zone} = \text{Levy per AU (Rate)}$$

$$\text{Levy per AU (Rate)} \times \text{Parcel's Calculated AU} = \text{Parcel's Levy Amount}$$

LLMD 2019-01 provides for operation and maintenance of improvements that enhance the presentation, aesthetics and public safety aspects of the included properties. These improvements will directly benefit the parcels to be assessed within the LLMD 2019-01. The assessments and method of apportionment are based on the premise that the assessments will be used to operate and maintain landscape and lighting improvements within LLMD 2019-01, and that the assessment revenues generated by LLMD 2019-01 will be used solely for such purposes. This reports finds the following:

- The costs of operation and maintenance of the proposed improvements have been identified and allocated to properties within LLMD 2019-01 based on a determined special benefit.
- The LLMD improvements are not required nor necessarily desired by any properties or developments outside the LLMD 2019-01 boundary. Therefore, any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside LLMD 2019-01 or to the public at large.
- The LLMD improvements, associated costs and assessments are localized, and the construction and installation of the improvements are only necessary for the development of properties within LLMD 2019-01.

- The improvements provided by LLMD 2019-01 and for which properties will be assessed have been identified as an essential component and local amenity that provide a direct reflection and extension of the properties within LLMD 2019-01.
- The method of assessment set forth in this Report assumes that each assessed property receives special benefits from the landscape and lighting improvements within LLMD 2019-01, over and above any general community benefit.
- The assessment obligation for each parcel reflects that parcel's proportional share of special benefits as compared to other properties within LLMD 2019-01.
- Pursuant to the provisions of the Act, the improvements and the associated costs described in this Report have been carefully reviewed and have been allocated proportionally to properties within LLMD 2019-01.

Every parcel within LLMD 2019-01 has a land use classification based on the City's designation. While primary land use classification (i.e., Residential versus Non-Residential) can be a factor appropriate to help identify the special benefits conveyed to each property within a LLMD, it is not a factor used here since all properties carry the same residential land use classification.

Because landscape improvements associated with residential properties are usually located on the perimeter of a residential subdivision, or serve the needs of properties located within reasonable walking distance thereof, landscape improvements are typically associated with the entire development and are considered to provide substantially similar and equal benefits to each residential unit. Therefore, all residential properties are assigned 1.00 AU per unit as their proportional allocation of the landscape improvement costs whether a residential unit has been constructed or merely approved for development.

Similarly, for a typical residential tract development with landscaping and/or supplemental lighting within and adjacent to the development, the benefit to each residential property is reasonably equal and each residential parcel is assigned 1.00 AU.

No parcels in the City of Mendota are assessed for standard street lighting, and the same holds true here.

3.5 Annual Adjustments to Assessments

Most operations and maintenance budget items are typically impacted by inflation. Generally, any new or increased assessments to offset these increased costs require certain noticing, meeting, and balloting requirements by law. However, Government Code Section 54954.6(o) provides that a "new or increased assessment" does not include "an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition of an increased assessment was later confirmed by Senate Bill 919 (the Implementing Legislation for Proposition 218). The following describes the assessment adjustment formula to be applied within LLMD 2019-01:

The maximum assessment amount allowed for each fiscal year may be increased in an amount equal to the greater of: (1) two percent (2.0%), or (2) the percentage increase of the Local Consumer Price Index (CPI). The Consumer Price Index to be applied is for the West Region for All Urban Consumers, as developed by U.S. Bureau of Labor Statistics.

Each fiscal year the City shall compute the percentage difference between the CPI on January 1, and the CPI for the previous January 1, or a similar 12-month time period. This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such

index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

In the event that the City Council determines that the maximum inflation adjustment allowed to the assessments is not required for a given fiscal year, the City Council may adopt an assessment less than the allowable maximum assessment for that year. If the budget and assessments for the LLMD or any Zone requires an increase greater than the adjustment set forth in the formula in order to maintain solvency and cash flow within the LLMD or Zone, the proposed larger increase could be implemented but would be subject to majority protest by the property owners subject to the increased assessment.

3.6 LLMD Budget for Maintenance and Operations

The following tables provide summaries of the Landscape and Lighting Maintenance Operation budgets for LLMD 2019-01. These tables identify the costs and assessment rates applied to each Assessment Unit within the initial single Zone that will be necessary to cover the costs and expenses of operating and maintaining the improvements that provide special benefits to properties within LLMD 2019-01.

The improvements within LLMD 2019-01 are either not yet completed by the developer or have not been accepted and dedicated to the City; however, this is expected to occur this year. Therefore, the costs and assessment remain the same for this fiscal year as they did for the initial fiscal year (Fiscal Year 2019/2020).

Table 3-1 presents the budget for landscape maintenance over the first year of operation.

Table 3-1 Landscape Maintenance Budget

Direct Costs	
Contract Landscape Maintenance	\$ 18,326
City Water	\$ 500
City Labor (Streets)	\$ 912
Maintain Park Appertenances	\$ 900
Administration Costs	
City Cost Allocation	\$ 1,000
Balance to Levy	\$ 21,638
Calculation of Assessments	
Number of Parcels Assessed	85
Total Equivalent Benefit Units	85
Levy per AU	\$ 254.56
Maximum Levy per AU, 2020/2021	\$ 254.56

Table 3-2, on the following page, presents the budget for lighting maintenance and operation over the first year of operation.

Table 3-2 Lighting Maintenance Budget

Direct Costs	
Park Light Electricity	\$ 30
Park Light Maintenance	\$ 100
Balance to Levy	\$ 130
Calculation of Assessments	
Number of Parcels Assessed	85
Total Equivalent Benefit Units	85
Levy per AU	\$ 1.53
Maximum Levy per AU, 2020/2021	\$ 1.53

Appendix A

Assessment Diagram

The attached Assessment Diagram shows the boundary of LLMD 2019-01 and all of the parcels included within that boundary. All of the residential parcels are included on the Assessment Roll, which appears as Appendix B. The non-residential and public benefit parcels are not included in the allocation of LLMD costs.



LANDSCAPE MAINTENANCE AREA

XX LOT NUMBER
XX STREET NUMBER



CITY OF MENDOTA
LANDSCAPE & LIGHTING MAINTENANCE DISTRICT 2019-01
APPENDIX A-ASSESSMENT DIAGRAM

DESIGN ENGINEER:
DATE: 03/2019
JOB NO:
SHEET OF

Appendix B

LLMD 2019-01 Assessment Roll

An Assessment Roll (a listing of all parcels assessed within LLMD 2019-01 and the amount of their assessment) has been filed with the City Clerk and is, by reference, made part of this Report. The assessment roll will be available for public inspection in the City Clerk's Office during normal City of Mendota office hours.

The Assessment Roll reflects all properties currently identified within LLMD 2019-01 and their proposed assessment amount(s) for this fiscal year. Each lot or parcel listed on the assessment roll is or will be shown and illustrated on the County Assessor's Roll and has been or will be assigned a County Assessor's Parcel Number. These records are, by reference, made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County securing the roll and generating tax bills for this fiscal year.

City of Mendota
Landscape & Lighting Maintenance District No. 2019-01

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2021/2022

Total Amount to be Assessed:		Landscape:	\$	21,638.00
		Lighting:	\$	130.00
		Total Levy:	\$	21,768.00

Tract 6218					Fiscal Year Levy		
Lot No.	APN	Address	Assigned AU	Landscape	Lighting	Total	
1	013 - 442 - 01	107 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
2	013 - 442 - 02	105 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
3	013 - 442 - 03	103 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
4	013 - 442 - 04	101 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
5	013 - 442 - 05	200 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
6	013 - 442 - 06	202 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
7	013 - 442 - 07	204 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
8	013 - 442 - 08	206 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
9	013 - 442 - 09	208 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
10	013 - 442 - 10	210 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
11	013 - 442 - 11	212 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
12	013 - 442 - 12	214 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
14	013 - 442 - 13	216 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
15	013 - 442 - 14	218 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
16	013 - 452 - 01	220 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
17	013 - 452 - 02	222 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
18	013 - 452 - 03	224 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
19	013 - 452 - 04	226 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
20	013 - 452 - 05	228 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
21	013 - 452 - 06	230 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
22	013 - 452 - 07	232 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
23	013 - 452 - 08	234 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
24	013 - 452 - 09	236 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
25	013 - 452 - 10	238 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
26	013 - 452 - 11	240 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$	256.09
27	013 - 452 - 12	400 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
28	013 - 452 - 13	402 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
29	013 - 452 - 14	404 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
30	013 - 452 - 15	406 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
31	013 - 452 - 16	408 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
32	013 - 452 - 17	410 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
33	013 - 452 - 18	412 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
34	013 - 452 - 19	414 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
35	013 - 452 - 20	416 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
36	013 - 441 - 01	419 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
37	013 - 441 - 02	417 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
38	013 - 441 - 03	415 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
39	013 - 441 - 04	413 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
40	013 - 441 - 05	411 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
41	013 - 441 - 06	409 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
42	013 - 441 - 07	407 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
43	013 - 451 - 01	405 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
44	013 - 451 - 02	403 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
45	013 - 451 - 03	401 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$	256.09
46	013 - 451 - 04	330 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$	256.09

**City of Mendota
Landscape & Lighting Maintenance District No. 2019-01**

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2021/2022

Total Amount to be Assessed:	Landscape:	\$	21,638.00
	Lighting:	\$	130.00
	Total Levy:	\$	21,768.00

Tract 6218					Fiscal Year Levy		
Lot No.	APN	Address	Assigned AU	Landscape	Lighting	Total	
47	013 - 451 - 05	332 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
48	013 - 451 - 06	334 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
49	013 - 441 - 08	336 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
50	013 - 441 - 09	338 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
51	013 - 441 - 10	340 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
52	013 - 441 - 11	342 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
53	013 - 441 - 12	344 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
54	013 - 441 - 13	346 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
55	013 - 441 - 14	348 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
56	013 - 441 - 15	350 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
57	013 - 441 - 16	129 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
58	013 - 441 - 17	127 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
59	013 - 441 - 18	125 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
60	013 - 441 - 19	123 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
61	013 - 441 - 20	121 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
62	013 - 441 - 21	119 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
63	013 - 441 - 22	117 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
64	013 - 441 - 23	115 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
65	013 - 441 - 24	113 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
66	013 - 441 - 25	111 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
67	013 - 441 - 26	109 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
68	013 - 443 - 19	108 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
69	013 - 443 - 18	110 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
70	013 - 443 - 17	112 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
71	013 - 443 - 16	114 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
72	013 - 443 - 15	116 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
73	013 - 443 - 14	118 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
74	013 - 443 - 13	343 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
75	013 - 443 - 12	341 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
76	013 - 443 - 11	339 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
77	013 - 443 - 10	337 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
78	013 - 443 - 09	335 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
79	013 - 443 - 08	333 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
80	013 - 443 - 07	331 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
81	013 - 443 - 06	225 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
82	013 - 443 - 05	223 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
83	013 - 443 - 04	221 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
84	013 - 443 - 03	219 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
85	013 - 443 - 02	217 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
86	013 - 443 - 01	215 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09	
Total Levy:				\$ 21,638.00	\$ 130.00	\$ 21,768.00	

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA SUPPORTING
THE KAMM AVENUE PISTACHIO PROCESSING
PLANT**

RESOLUTION NO. 21-17

WHEREAS, the City Council of the City of Mendota is obligated and empowered to foster economic development and job growth within the community; and

WHEREAS, the establishment of regional projects that create jobs within acceptable commuting distances for the City of Mendota's residents is beneficial and contributes toward economic development and job growth within the community; and

WHEREAS, the Kamm Avenue Pistachio Processing project ("KAPP") will create year-round employment with careers that will offer multiple benefits, including medical insurance, paid time off, and a retirement program; and

WHEREAS, KAPP will also provide numerous seasonal jobs and is committed to hiring employees from the local region, including the City of Mendota, which will inject much-needed earnings into the community; and

WHEREAS, the KAPP project will utilize state-of-the-art equipment and procedures in their processes, will not create significant negative impacts on the living environment and in the surrounding communities, and will process the product close to where it is grown, which will mitigate heavy truck traffic in the area.

NOW, THEREFORE, BE IT RESOLVED, by City Council of the City of Mendota, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City Council supports the establishment of the KAPP project due to its ability to create gainful employment and stimulate the local economy.
3. The City Council encourages the thorough and efficient processing of all relevant entitlements and permits to be issued by Fresno County and any other regulating agencies so that the overriding benefit of the KAPP project can be realized by the surrounding communities and the region as a whole.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONDITIONAL APPROVAL OF EXCLUSIVE USE PERMITS FOR 2021
DATE: MARCH 23, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-14, conditional approval of the exclusive use permits for City facilities for 2021?

BACKGROUND

The Mendota Municipal Code allows organizations to submit an application for the exclusive (reserved) use of City facilities for approval at the first Council Meeting in March. Any applications submitted after this will be secondary to these permits and may be approved by the City Manager.

ANALYSIS

Staff is presenting to the City Council a listing of the exclusive use permit applications that the City of Mendota (City) has received to reserve use of various City facilities. Some applications require a conditional approval from Council due to items needed prior to event (insurance, itinerary, etc.). Staff is asking that the City Council conditionally approve those applications, as is or with restrictions due to the pandemic. As contained in the resolution, any applicants that are lacking information for full approval will be required to submit the needed documentation within two weeks before the use of the facility and/or comply with any restrictions that the City Council has placed due to the current circumstances.

In effort to establish and maintain consistency and fair treatment of all non-profit organizations submitting a Facility Use Application, the fees waived per event on Exhibit A are based on the City's administrative policy attached as Exhibit B and C. Although the City strives to support non-profit organizations by providing reasonable waiver of fees, it is important to note that the event organizer is responsible for ensuring all other costs associated with their event will be paid for by their organization.

There were two organizations, Mendota Youth Recreation (MYR) and Westside Youth to submit applications by the due date, February 26, 2021. MYR submitted (6) applications and Westside Youth submitted (1) application. Staff received (3) additional applications after the deadline from MYR for the Babe Ruth Baseball and Softball Program, Westside Youth for the T-ball Program and an application from Victor Martinez for soccer. From the (10) applications received, only (1) application submitted by MYR is proposing to charge a fee for their Annual Harvest Festival Carnival event. They are proposing to charge a \$2.00 fee. This request was

approved on the 2019 agenda item for their event with language, “Organization shall not charge a fee to enter the park area; however, can charge a \$2 fee to individuals who want to access the carnival area and/or the pavilion”. Staff is recommending approving their request based on their 2019 Annual Harvest Festival Carnival event.

Based on the current pandemic, as well as the opening of the AMOR facility, agencies who have occupied City facilities in the past are conducting their business at the AMOR facility or did not submit an application due to the uncertainty of the pandemic. This will be a factor of conditionally approving the applications. If circumstances or new safety measures shall arise, the approved events will be cancelled or rescheduled in order to be in compliance with local and state laws but also keeping our community safe.

FISCAL IMPACT

General Fund will gain \$3,442.50 if all applicable fees are paid. Any waiver of fees may adversely impact the General Fund if the City is responsible to provide services that are not reimbursed by the event organizer.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-14, conditional approval of the exclusive use permits for City facilities for 2021.

Attachment(s):

1. Resolution No. 21-14, conditional approval of exclusive use permits for 2021
2. (10) Applications
3. Exhibit A – Facility Use Applications and conditions
4. Exhibit B – Administrative Policy Number 2004.01, Event Permit for Non-Profit Organizations
5. Exhibit C – Administrative Policy, City Participation in Community Events

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONDITIONALLY
APPROVING THE EXCLUSIVE-USE PERMITS
FOR CITY FACILITIES FOR 2021**

RESOLUTION NO. 21-14

WHEREAS, as of March 9, 2021, ten (10) Facility Use applications were submitted to City staff for the exclusive use of the City of Mendota's ("City") facilities for one-off or recurring events that will benefit the community, a list of which is attached hereto as Exhibit A; and

WHEREAS, applicant organizations must comply with the Mendota Municipal Code and Administrative Policy Number 2004.01, attached hereto as Exhibit B, which states Mendota-based, Non-Profit organizations will have the payment for one Community Event or Street Fair permit waived in any given calendar year and each additional permit requested in the same calendar year thereafter will receive a fifty percent (50%) discount; and

WHEREAS, applicant organizations must also comply with the Administrative Policy – City Participation in Community Events, attached hereto as Exhibit C, which states the City of Mendota shall host the events listed within the policy; and

WHEREAS, applicant organizations must also comply with local and state health guidelines, and the various emergency orders issued in response to the ongoing COVID-19 pandemic emergency; and

WHEREAS, the City Council has reviewed the applications; considered all conditions related thereto, which are stated in Exhibit A and made a part hereof by this reference; and has independently determined that the proposed uses of City facilities are a benefit to the community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby approves the Exclusive Use Permit applications for the use of City facilities for one-off and recurring events, subject to the conditions provided in Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the aforementioned applicant organizations are required to submit any additional required documentation for full permit approval at least two (2) weeks before the first use of any requested City facility.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk



CITY OF MENDOTA FACILITY USE APPLICATION



PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

New Soccer field

2. The organization, individual, business or entity applying for the use permit:

Victor Martinez

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Victor Martinez

ADDRESS (STREET AND CITY): 346 Marchez Ct Mendota

TELEPHONE No.: 559-930-5813

4. DATE: ALL Saturdays TIME: 7am - 11am

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

New Soccer field

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

play soccer, exercise,

7. Number of persons expected to attend the function or event. ~ 20

8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: N/A
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

play soccer.

12. Will concession stand(s) be used? Yes _____ No No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$ _____. State the reason for imposing this admission charge. No

14. Will there be a live band at this function? Yes _____ No No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
None

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Victor Martinez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and myself, Victor (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Victor Martinez DATE: 3/5/2021

I, Vickie Mochter, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 3/5/2021

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____, THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

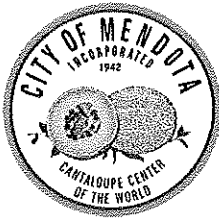
CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Baseball field

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation Baseball

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Fucner St Mendota

TELEPHONE No.: 559-647-4043

4. DATE: March 15 - July 15 TIME: Tuesday - Thursday 4-9:00 Sat 9:00 to 5:00
Tuesday - Thursday Sat

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Baseball field Bathrooms

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Baseball Softball Games

7. Number of persons expected to attend the function or event. 200

8. Will alcoholic beverages be sold? Yes ___ No X note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

To promote recreational activities to our City Youth
Baseball Games

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

Mendota Youth Baseball

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and MYC (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 3-4-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 3-9-2007

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

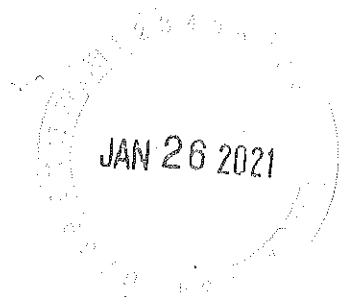
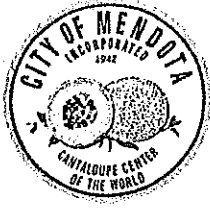
CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

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- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Rogas - Pierce Park & Smoot Street

2. The organization, individual, business or entity applying for the use permit:

Westside Youth Inc.

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Dino Perez

ADDRESS (STREET AND CITY): 1709 7th Street

TELEPHONE No.: (559) 970-7840 or (559) 655-4808

4. DATE: March 17, 2021 - TIME: 3:30 pm - 1:00 pm

Dec 31, 2021

Remote start time bpm

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Parking lot & Restrooms

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Fundraiser to pay for operational cost and youth programs

7. Number of persons expected to attend the function or event. Approx 200-300

8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: N/A

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Food items, toys, clothing, pony rides, bounce house,
dunk tank, train rides, house hold items, Candy
Phone accessories, hats/bands, CDs/tapes, Vitamins
Avon, tupperwear, princess house, shoes and other items.

12. Will concession stand(s) be used? _____ Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

Westside Youth Inc

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Dino Perez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Dino Perez (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Dino Perez DATE: 1/26/2021

I, Dino Perez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 1-26-2021

Dino Perez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

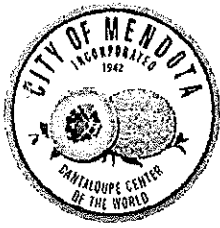
CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 26 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

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- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Parking lot S-E corner of 1st & Rio Frío

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Pucher St

TELEPHONE No.: 559 647-4043

4. DATE: April 1, 2021 - 12-31-2021 TIME: 4:00 pm to 9:00 pm

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

7. Number of persons expected to attend the function or event. 100

8. Will alcoholic beverages be sold? Yes ___ No Y note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No ___ Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Open Market - New-Used Items Food Trucks

12. Will concession stand(s) be used? _____ Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket @ _____. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
Mendota Youth

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand are, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-25-2011

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 2-25-2021

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

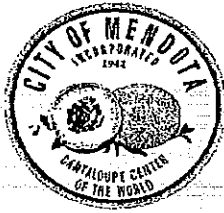
THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____

Westside Youth
T-Ball Diamond



CITY OF MENDOTA FACILITY USE APPLICATION

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Baseball Diamond

2. The organization, individual, business or entity applying for the use permit:

Westside Youth Inc.

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Jonathan Leyva Dinos Perez

ADDRESS (STREET AND CITY): 1709 7th Street - Mendota, CA

TELEPHONE NO.: (559) 655-4808

Mon - Wednesday 5pm - 9pm
Saturday 9am - 5pm

4. DATE: May - Jun - 2021 TIME:

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

City baseball Diamond field - Rojas Perez Park

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

T-Ball Program

7. Number of persons expected to attend the function or event. Approx. 18

8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: none

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

- 11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Baseball Diamond and restrooms.

- 12. Will concession stand(s) be used? Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

- 13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$. State the reason for imposing this admission charge.

- 14. Will there be a live band at this function? Yes No (See attached municipal code regarding noise ordinance)

- 15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
Westside Youth Inc.

- 16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

- 17. I, Dino Perez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Westside Youth (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: [Signature] DATE: 3/5/21

I, Dino Perez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 3/2/2021

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

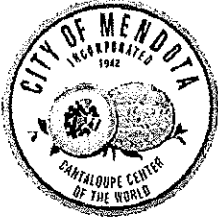
CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



FEB 23 2021

CITY OF MENDOTA FACILITY USE APPLICATION

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050: APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- [] COMPLETED APPLICATION.
- [] PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- [] PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- [] DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- [] OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- [] ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- [] NOISE PERMIT, IF APPLICABLE
- [] DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Popas Park

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Puchest Mendota, Ca

TELEPHONE No.: 559-647-4043

4. DATE: July 8-9-10+11 2021 TIME: 6:00pm to 12:00 Midnight

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Whole Park Area including Snack-Concession stand-Pavilion area

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Annual Harvest Festival Carnival

7. Number of persons expected to attend the function or event. 1000

8. Will alcoholic beverages be sold? Yes No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Carnival rides - food garden - DJ - live bands, dancing; Beer garden

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$ 2.00. State the reason for imposing this admission charge.

14. Will there be a live band at this function? Yes _____ No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-23-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 6-21-2021

Sergio Valdez
Signature of Permittee

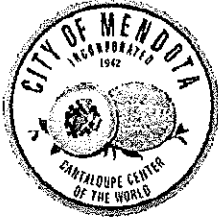
CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____



FEB 23 2021

CITY OF MENDOTA FACILITY USE APPLICATION

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- [] COMPLETED APPLICATION.
- [] PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- [] PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- [] DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- [] OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- [] ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- [] NOISE PERMIT, IF APPLICABLE
- [] DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Rojas Park

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Pucheu St

TELEPHONE No.: 559-647-4043

4. DATE: July 15-16-17-18 TIME: 6:00pm to midnight

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Whole Park area including snack concession stand - Pavilion area

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Annual Harvest Festival Carnival

7. Number of persons expected to attend the function or event. 1000

8. Will alcoholic beverages be sold? Yes No. note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Carnival rides - food garden - DJ - live bands, dancing; Beer garden

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$ 2.00. State the reason for imposing this admission charge.

14. Will there be a live band at this function? Yes _____ No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand are, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valle have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valle DATE: 2-23-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 7-21-2021

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

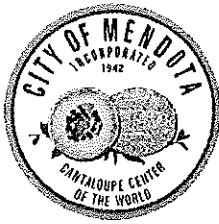
CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- [] COMPLETED APPLICATION.
- [] PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- [] PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- [] DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- [] OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- [] ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- [] NOISE PERMIT, IF APPLICABLE
- [] DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Rojas Park - Parking lot

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Pucher St Mendota, Cal

TELEPHONE No.: 559-647-4043

4. DATE: August 1, 2021 TIME: 9:00 Am to 3:00pm.

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Pavilion Concession Stand area

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

free back-pat give away

7. Number of persons expected to attend the function or event. 300

8. Will alcoholic beverages be sold? Yes ___ No X note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

We will be giving away free back-pak to the
Children of Mendota

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0\$. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
Children of Mendota

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Rec (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-23-2008

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 2-23-2021

Sergio Valdez
Signature of Permittee

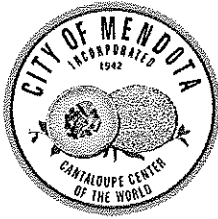
CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

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- COMPLETED APPLICATION.
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- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Rojas Park - Parking Area

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Puche St Mendota, Ca

TELEPHONE NO.: 559-647-4043

4. DATE: Oct 30, 2021 TIME: @ 1:00pm to 9:00 pm

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Pavilion Concession Stand - Parking lot

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Red ribbon - trunk + drink

7. Number of persons expected to attend the function or event. 300

8. Will alcoholic beverages be sold? Yes No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

Event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Pavilion for cake walk-raffel area - parking lot to set-up
Halloween displays -

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket. CS
State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valez DATE: 2-21-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 7-21-2021

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____, THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

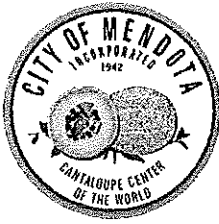
CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:
Community Center
2. The organization, individual, business or entity applying for the use permit:
Mendota Youth Recreation
3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:
NAME: Sergio Valdez
ADDRESS (STREET AND CITY): 325 Puchest Mendota, CA
TELEPHONE NO.: 559-647-4043
4. DATE: 11-20-2021 TIME: 9:00 Am to 5:00 P.m
5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.
Annual Senior Citizen Thanksgiving Lunch
7. Number of persons expected to attend the function or event. 300
8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.
9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.
10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Might have a D.J. We will be serving a thanksgiving lunch to all the seniors. The event is free. We will be using to kitchen area to set up the food.

12. Will concession stand(s) be used? _____ Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0\$. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-23-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 2-22-2021

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:
7th St - 6th St - Puche St - Tule St. Christmas Parade
2. The organization, individual, business or entity applying for the use permit:
Mendota Youth Recreation
3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:
NAME: Sergio Valdez
ADDRESS (STREET AND CITY): 325 Puche St Mendota, CA
TELEPHONE NO.: 559-647-4043
4. DATE: 12-18-2021 TIME: 9:00 to 9:00 pm.
5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).
6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.
Annual Christmas Parade - Food court
7. Number of persons expected to attend the function or event. 600
8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.
9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.
10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

We will be applying for encroachment permits for the streets for roads. 7th Street for food court vendors & other vendors - R.F. for music

12. Will concession stand(s) be used? _____ Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valle have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valle DATE: 2-23-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 2-23-2021

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____

DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____

DATE: _____

Exhibit A

EXHIBIT A

City of Mendota - 2021 Facility Use Events

	DATE/TIME	# OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
1	Saturdays, 7AM-11AM	42	Soccer	Soccer Field	Victor Martinez	TBD	TBD
2	March 15, 2021-July 15, 2021 Tuesday-Thursday, 4PM-5PM, Saturday, 9AM-5PM	71	Babe Ruth Baseball - Softball Games	Benny Mares, Sr. Baseball Field	Mendota Youth Recreation	Fees Waived: \$0	\$ -
3	March 17, 2021-December 31, 2021 Wednesdays, 3:30PM-11PM	46	Open Market	Rojas-Pierce Park Parking Lot & Smoot Street	Westside Youth	Fees Waived: \$1,762.50 (Exhibit B)	\$ 1,687.50
4	April 11, 2021-December 27, 2021, Sundays, 4PM-9PM	43	Open Market	Empty Lot on 7th Street and Rio Frio	Mendota Youth Recreation	Fees Waived: \$1,650.00 (Exhibit B)	\$ 1,575.00
5	May-June, 2021, Monday-Wednesday, 5PM-9PM, Saturday, 9AM-8PM	36	T-ball Program	Benny Mares, Sr. Baseball Field	Westside Youth	Fees Waived: \$0	\$ -
6	July 8-11, 2021 or July 15-18, 2021 (COVID), 6PM-12AM	4	Annual Harvest Festival Carnival	Rojas-Pierce Park (Whole Park Area)	Mendota Youth Recreation	Fees Waived: \$1,420.00 (Exhibit B)	\$ -
7	August 1, 2021 Sunday, 9AM-3PM	1	Annual Backpack Giveaway	Rojas-Pierce Park, Concession Stand and Restrooms	Mendota Youth Recreation	Fees Waived: \$0 (Exhibit C)	\$ 180.00
8	October 30, 2021 Saturday, 1PM-9PM	1	Red Ribbon Trunk & Treat	Rojas-Pierce Park (Pavilion, Concession Stand & Parking Lot)	Mendota Youth Recreation	Fees Waived: \$530.00 (Exhibit C)	\$ -
9	November 20, 2021 Saturday, 9PM-5PM	1	Annual Senior Citizen Thanksgiving Lunch	Community Center	Mendota Youth Recreation	Fees Waived: \$5.00 (Exhibit C)	\$ -
10	December 18, 2021 Saturday, 9AM-9PM	1	Annual Christmas Parade-Food Court	City Streets (7th & 6th St., Pucheu St., Tule St. and property on Corner of 7th and Riofrio)	Mendota Youth Recreation	Fees Waived \$42.50 (Exhibit C)	\$ -
						TOTAL: \$	3,442.50

	EVENT	CONDITIONAL APPROVAL
1	Soccer	Provide liability insurance Maintain the field and other property based on their use and immediately report any observed problems, whether or not caused by directly by their use, to City Hall Comply with all local and state health requirements related to COVID Fees: TBD Deposits: TBD
2	Babe Ruth Baseball - Softball Games	Provide liability insurance Pick up key (3/15/2021) Return key (7/19/2021) Maintain the field and other property based on their use and immediately report any observed problems, whether or not caused by directly by their use, to City Hall Comply with all local and state health requirements related to COVID Fees: None Deposits: \$400.00 (Concession Stand Cleaning Deposit \$150 & Security Deposit \$250)
3	Open Market (Westside Youth Recreation)	Provide liability insurance Provide a detailed itinerary Provide Portable Restrooms Clean property Contract police services Contract trash services Obtain an Entertainment Encroachment Permit Not encroach on sidewalks or driveways Comply with all local and state health requirements related to COVID City of Mendota shall require all vendors to obtain a monthly business license and comply with all local and state requirements Fees: \$1,687.50 (\$3,450 total; \$1,762.50 waived)
4	Open Market (Mendota Youth Recreation)	Provide liability insurance Provide a detailed itinerary Provide Portable Restrooms Clean property Contract police services Contract trash services Obtain a rental agreement for event Not encroach on sidewalks or driveways Comply with all local and state health requirements related to COVID City of Mendota shall require all vendors to obtain a monthly business license and comply with all local and state requirements Fees: \$1,575.00 (\$3,150 total; \$1,650.00 waived)
5	T-ball Program	Provide liability insurance Pick up key (5/3/2021) Return key (7/5/2021) Maintain the field and other property based on their use and immediately report any observed problems, whether or not caused by directly by their use, to City Hall Comply with all local and state health requirements related to COVID Fees: None Deposits: \$400.00 (Concession Stand Cleaning Deposit \$150 & Security Deposit \$250)
6	Annual Harvest Festival Carnival	Provide liability insurance Provide a detailed itinerary Clean facility and property Contract police services Contract trash services Obtain a Noise Permit Pick up key (7/9/2021) Return key (7/19/2021) MYR shall not charge a fee to go into the park area; however, can charge a \$2 fee to individuals who want to access the carnival area and/or the pavilion Any proposed alcohol sales and consumption shall be within a designated area and MYR shall obtain any and all appropriate permits as required by the State Alcoholic Beverage Control Comply with all local and state health requirements related to COVID City of Mendota shall require carnival operator and vendors to obtain a business license Fees: \$0.00 Deposits: \$450 (Concession Stand & Rojas-Pierce Park Pavilion cleaning deposit)
7	Annual Backpack Giveaway	Provide liability insurance Provide itinerary Clean facility and property Obtain a Noise Permit Pick-up key (7/30/2021) Return key (8/2/2021) Comply with all local and state health requirements related to COVID Fees: \$180 (Concession Stand \$175; Noise Permit \$5) Deposits: \$500 (Rojas-Pierce Park & Pavilion cleaning deposit \$300; Concession Stand cleaning deposit \$150; Key deposit \$50)
8	Red Ribbon Trunk & Treat	Provide liability insurance Provide itinerary Clean facility and property Contract police services Obtain a Noise Permit Pick up key (10/29/2021) Return key (11/1/2021) Comply with all local and state health requirements related to COVID City of Mendota shall require all vendors to obtain a monthly business license. Fees: \$0.00 Deposits: \$500 (Rojas-Pierce Park & Pavilion cleaning deposit \$300; Concession Stand cleaning deposit \$150; Key deposit \$50)
9	Annual Senior Citizen Thanksgiving Lunch	Provide liability insurance Clean facility and property Obtain a Noise Permit Pick up key (11/19/2021) Return key (11/22/2021) Comply with all local and state health requirements related to COVID Fees: \$0.00 Deposit: \$50 (Key deposit)
10	Annual Christmas Parade-Food Court	Provide liability insurance Provide a detailed itinerary Clean property Contract police services Contract trash services Obtain a Noise Permit Obtain an Entertainment Encroachment Permit Comply with all local and state health requirements related to COVID City of Mendota shall require all vendors to obtain a business license Fees: \$0.00 Deposits: \$0.00

Exhibit B

Exhibit B

ADMINISTRATIVE POLICY NUMBER 2004.01 (amended January 28, 2014)

EVENT PERMIT FOR NON-PROFIT ORGANIZATIONS

I. PURPOSE AND AUTHORITY FOR POLICY

The purpose for this Administrative Policy ("Policy") is intended to promote the full use of City streets, parks and recreation areas and facilities by Non-Profit organizations to provide a benefit to the community.

II. DEFINITIONS

"Building" means a structure under the ownership or supervision of the City established as a community center, senior center or recreational facility.

"City Sponsored" means an event which the City of Mendota is sponsoring on behalf of a non-profit organization and has made no direct financial contribution to the event.

"Community Event" is an event open to the general public authorized by the City for the use of a park, recreational area or building that promotes civic betterment, family entertainment and recreational activities for the community.

"Street Fair" is a function in which it becomes necessary to place barricades blocking off the flow of normal traffic in a designated area of public streets.

"Non-Profit Organization" means any non-profit association or corporation organized primarily for civic betterment, family entertainment, and/or recreational activities.

"Park" or "Recreation Area" means City-owned grounds, parks and public areas devoted to park or recreational purposes.

"Permit" means a written authorization issued by the City for the use of a park area or building as provided by this policy.

III. POLICY

- A. Mendota based Non-Profit organizations will have the payment for one Community Event or Street Fair permit waived in any given calendar year.
- B. Mendota based Non-Profit organizations will receive a 50% discount for all other Community Event and Street Fair permits requested in the same calendar year.
- C. All Non-Profit organizations must have a current business license with the City of Mendota.

- D. Non-Profit organizations not based within the city limits of the City of Mendota shall receive a 50% discount on all Community Event and Street Fair permits.
- E. In the event multiple Non-Profit organizations partner for an event, the Non-Profit organization applying for a Community Event or Street Fair permit will be considered the lead applicant organization and will be responsible for all fees and deposits. All organizations involved in the event are required to provide a Certificate of Insurance in an amount pursuant to the facility use permit application naming the City of Mendota as an additional insured unless exempted by the provisions of Administrative Policy No. 2004.02.
- F. Non-Profit organizations applying for a Street Fair permit for fundraising purposes must contact City Hall with all pertinent information and shall be subject to approval by Emergency Response Agencies, i.e. Police, Fire and Medical. Closure of any public streets shall not exceed six (6) hours.

IV. APPLICATION

- A. All organizations will be required to complete an application for Community Event and Street Fair permits thirty (30) days prior to the event. At the time the application is submitted all fees, deposits, proof of insurance and proof of 501(c)(3) status must be submitted for the building, park or recreation area to be reserved.

This policy is not intended to conflict with or modify City of Mendota Municipal Code. All organizations are required to comply with the City of Mendota Municipal Code regarding the event.

Exhibit C

City of Mendota



Administrative Policy

City Participation in Community Events

INTRODUCTION:

In light of the new administrative policy regarding the lending of City equipment to only events that are City sponsored, staff has recently reviewed the administrative policy regarding which events are considered to be City hosted. After reviewing it, we realized that there are some events that are no longer being held on a regular basis, and some events that are common but not included. As such, this administrative policy is intended to clarify and replace the old administrative policy regarding City participation in community events.

PURPOSE:

The purpose of this Administrative Regulation ("Regulation") is intended to clarify and establish the role of the City of community events hosted by the City to promote recreational activities that provide a benefit to the community.

DEFINITIONS:

"City Hosted" means an event in which the City of Mendota is the host on behalf of non-profit organization(s) and has no direct financial contribution to the event.

"Community Event" is an event open to the general public authorized by the City for the use of a park, recreational area or building that promotes family entertainment and recreational activities for the community.

"City Liaison" means a city employee working with the non-profit organization(s) on behalf of the City, but is not responsible for coordinating the event.

POLICY:

- A. The City Manager will appoint a city employee to serve as City Liaison for events hosted by the City.
- B. Based on the availability of city resources, the City will provide support services including but not limited to:
 - 1. Public works personnel;
 - 2. In-kind contributions i.e. copying, printing, postage;
 - 3. Facilities.
- C. The designated organization will be responsible for coordinating all facets of the event, including but not limited to; securing all necessary permits/applications, contacting events sponsors, fund-raising activities, getting approval from other regulatory agencies, contracting for event services (i.e. sound equipment).
- D. The City of Mendota shall host the following events:
 - 1. Annual Harvest Fiesta;
 - 2. Driver Awareness;
 - 3. Red Ribbon Week and Carnival;
 - 4. Christmas Parade;
 - 5. Senior Thanksgiving;
 - 6. National Night Out; and
 - 7. Cultural Event at the Mendota Branch Library.
- E. City hosted events will be provided insurance coverage under the City of Mendota policy.
- F. City hosted events will not count towards free or discounted events in accordance with Policy 2004.01 Event Permit for Organizations.
- G. Third parties will be responsible for payment of city business license fees and other applicable permit fees.
- H. All city fees for exclusive use permits will be waived.
- I. Lead organization will encourage and promote participation by other City of Mendota non-profit organizations.

CONSENT CALENDAR

1. January 11, 2011 THROUGH January 20, 2011
WARRANT LIST CHECK NO. 32694 THRU 32755
TOTAL FOR COUNCIL APPROVAL = \$895,156.46
2. Council approve the submittal of a letter to Governor Brown opposing the elimination of Redevelopment and Enterprise Zones.
3. Council adopt **Resolution 11-03**; A Resolution of the City Council of the City of Mendota Appointing the Mayor and Mayor Pro Tem to Represent the City at Official Functions, Meetings and Community Events.

A motion to adopt the Consent Calendar was made by Mayor Pro Tem Amador, seconded by Council Member Capuchino; unanimously passed (5 ayes).

BUSINESS

1. Council consideration and approval of an Administrative Policy regarding City Participation in Community Events. [City Manager, Chojnacki]

The City Manager informed the City Council that in light of the new administrative policy regarding the lending of City equipment to only City sponsored events, staff reviewed the administrative policy that determines which events are considered to be City hosted. The City Manager reported that in the review process it was found that some events were no longer being held and some events that are commonly hosted were but not included. The City Council held a discussion and requested (two) 2 additional events, National Night Out and the Cultural Event at the library, be added to the current list of City sponsored events. With the recommended adjustments, a motion to approve was made by Mayor Pro Tem Amador, seconded by Council Member Riofrio; unanimously approved (5 ayes).

2. Council consideration, discussion and direction regarding section 9.05.040 of the Mendota Municipal Code as it pertains to Amplified Music. [City Manager, Chojnacki]

The City Manager provided a staff report in which she provided some background information of the amplified music permit and a few items of concern that have been brought forth since the adoption and implementation of said ordinance. The City Council held a discussion and expressed their concerns which include the location of the party and DJ, limiting the number of attendees, potentially requiring security and limiting the number of permits issued to each address. The City Council directed staff to research the number of violators and recommended that a limit be placed on the number of permits that can be issued. In addition, the City Council requested that the application have an area for the Police Chief's review and approval. A motion to approve was made by Mayor Pro Tem Amador, seconded by Council Member Riofrio; unanimously approved (5 ayes).

Council Member Flores stepped out at 6:35 P.M. and returned at 6:36 P.M.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

**Animal Control
Monthly Log**

February 2021

Location	Date	Type	BREED/ DESCRIPTION	Sex	Owner	Impounded Y/N	DOG DISPO & DATE	Case Dispo	Offense	Fine
202 I ST	2/8/2021	ANIMAL COMPLAINT	2 DOG RUNNING AT LRG	UNK	N/A	NO	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
I ST/ 2ND ST	2/8/2021	ANIMAL COMPLAINT	2 CHIHUAHUAS	UNK	N/A	NO	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
GUILLEN PARKWAY	2/15/2021	ANIMAL COMPLAINT	10 DOGS	UNK	N/A	NO	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
800 GARCIA	2/17/2021	ANIMAL COMPLAINT	ENGLISH BULLDOG	FEMALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
KATE/ I ST	2/17/2021	ANIMAL COMPLAINT	DOG BITE	UNK	N/A	NO	UNABLE TO LOCATE	GONE ON ARRIVAL	N/A	\$0.00
566 KATE	2/18/2021	ANIMAL COMPLAINT	PITBULL	MALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
202 I ST	2/22/2021	ANIMAL COMPLAINT	BLK CHIHUAHUA	MALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
202 I ST	2/23/2021	ANIMAL COMPLAINT	DOG BITE	MALE	N/A	N/A	SAME AS ABOVE CELL	REPORT TO FOLLOW	N/A	\$0.00
							TOTAL IMPOUNDED: 3			
							RETURNED TO OWNER: 0			
							VET RESCUE: 3			
							SLEEP: 0			
							AT DOG POUND: 0			

**Code Enforcement
Monthly Log**

February 2021

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT
1182 6TH ST	FOLLOW UP	2/1/2021	N/A	COMPLETE	\$0.00
LOLITA / 7TH ALLEY WAY	VEHICLE CHECK	2/1/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
MENDOTA PD	COMMUNITY CONTACT	2/1/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1199 6TH ST	FOLLOW UP	2/1/2021	N/A	COMPLETE	\$0.00
2020 7TH ST	MUNICODE VIOLATION/ BANNERS	2/2/2021	N/A	WARNING	\$0.00
637 4TH CT	PARKING VIOLATION	2/2/2021	N/A	CITED	\$50.00
615 DE LA CRUZ	MUNICODE VIOLATION/ TRASH	2/2/2021	2/7/2021	COMPLETE	\$0.00
325 GOMEZ ST	PARKING VIOLATION	2/2/2021	N/A	CITED	\$50.00
FRESNO	MISC INVESTIGATION	2/2/2021	N/A	COMPLETE	\$0.00
405 MARTINEZ CT	MUNICODE VIOLATION/ APPLIANCE	2/2/2021	2/7/2021	WARNING	\$0.00
428 MARTINEZ CT	PARKING VIOLATION	2/2/2021	N/A	CITED	\$50.00
111 CERVANTES ST	VEHICLE CHECK	2/2/2021	N/A	CITED/TOWED	\$50.00
1297 OLLER ST	FOLLOW UP	2/3/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	2/3/2021	N/A	COMPLETE	\$0.00
9TH / TULE ST	VEHICLE CHECK	2/3/2021	N/A	CHECKS OKAY	\$0.00
436 QUINCE ST	COMMUNITY CONTACT	2/3/2021	N/A	COMPLETE	\$0.00
4TH / QUINCE ST	VEHICLE CHECK	2/3/2021	N/A	WARNING	\$0.00
280 ARNAUDON DR	VEHICLE CHECK	2/3/2021	N/A	CHECKS OKAY	\$0.00
270 GREGG ST	VEHICLE CHECK	2/3/2021	N/A	CITED	\$50.00
CASTRO / GONZALEZ ST	MUNICODE VIOLATION/ PARKING ON LAWN	2/3/2021	N/A	CITED	\$50.00
VERA CIR	VEHICLE CHECK	2/3/2021	2/6/2021	CITED/RED TAGGED	\$50.00
2ND / OLLER ST	PARKING VIOLATION	2/3/2021	N/A	CITED(x's 2)	\$100.00
GOMEZ / GARCIA ST	MUNICODE VIOLATION/ PARKING ON LAWN	2/3/2021	N/A	CITED	\$50.00
575 4TH ST	MUNICODE VIOLATION/ APPLIANCE	2/4/2021	2/9/2021	WARNING	\$0.00
202 I ST	PARKING VIOLATION	2/4/2021	N/A	CITED	\$50.00
STAMOULES/ 9TH	MUNICODE VIOLATION/ PARKING ON LAWN	2/4/2021	N/A	CITED	\$25.00
OXNARD/ VALENZUELA	VEHICLE CHECK	2/4/2021	N/A	CITED	\$50.00
285 ESPINOZA	COMMUNITY CONTACT	2/4/2021	N/A	COMPLETE	\$0.00
223 ESPINOZA	VEHICLE CHECK	2/4/2021	N/A	CHECKS OKAY	\$0.00
300 BLK BANDONI CT	PARKING VIOLATION	2/4/2021	N/A	CITED	\$50.00
417 RAMIREZ	PARKING VIOLATION	2/4/2021	N/A	CITED	\$50.00
615 DE LA CRUZ	MUNICODE VIOLATION/ PARKING ON LAWN	2/4/2021	N/A	CITED	\$50.00
8TH/ TULE	FOLLOW UP	2/4/2021	N/A	COMPLETE	\$0.00
1717 JENNINGS ST	VEHICLE NUISANCE	2/5/2021	N/A	CITED	\$50.00
303 BLANCO	VEHICLE CHECK	2/5/2021	N/A	CHECKS OKAY	\$0.00
869 9TH ST	VEHICLE CHECK	2/5/2021	N/A	CHECKS OKAY	\$0.00
37 DIAZ	VEHICLE CHECK	2/8/2021	N/A	CITED/ TOWED	\$50.00
RIOS/ LOZANO	MUNICODE VIOLATION/ DILAPIDATED FENCE	2/8/2021	N/A	WARNING	\$0.00
641 LOZANO	MUNICODE VIOLATION/ PARKING ON LAWN	2/8/2021	N/A	CITED	\$0.00
617 GARCIA	VEHICLE CHECK	2/8/2021	2/11/2021	RED TAGGED	\$0.00
310 GOMEZ	MUNICODE VIOLATION/ TRASH	2/8/2021	N/A	CITED	\$150.00
307 GOMEZ	VEHICLE CHECK	2/8/2021	N/A	CITED	\$50.00
313 GOMEZ	MUNICODE VIOLATION/ APPLIANCE	2/8/2021	2/9/2021	WARNING	\$0.00
249 I ST	MUNICODE VIOLATION/ APPLIANCE	2/8/2021	2/9/2021	WARNING	\$0.00
406 MENDOZA	MUNICODE VIOLATION/ PARKING ON LAWN	2/8/2021	N/A	CITED	\$25.00
105 RAMIREZ	VEHICLE CHECK	2/8/2021	2/11/2021	RED TAGGED	\$0.00
GOMEZ/ GARCIA	MUNICODE VIOLATION/ WEEDS	2/9/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1836 JENNINGS	MUNICODE VIOLATION/ APPLIANCE	2/9/2021	N/A	CITED	\$150.00
CITY HALL	COMMUNITY CONTACT	2/9/2021	N/A	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	2/9/2021	N/A	COMPLETE	\$0.00
601 GAXIOLA	MUNICODE VIOLATION/ DILAPIDATED FENCE	2/9/2021	9/12/2021	WARNING	\$0.00
309 GOMEZ	MUNICODE VIOLATION/ TRASH	2/9/2021	2/9/2021	WARNING	\$0.00
626 DE LA CRUZ	MUNICODE VIOLATION/ TIRES/ TRASH	2/9/2021	2/9/2021	WARNING	\$0.00

**Code Enforcement
Monthly Log**

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324 BLANCO	MUNICODE VIOLATION/ PARKING ON LAWN	2/9/2021	N/A	CITED	\$25.00
297 VALENZUELA	MUNICODE VIOLATION/ UNOPERABLE VEHICLE	2/9/2021	2/23/2021	WARNING	\$0.00
175 ASH	VEHICLE CHECK	2/9/2021	N/A	CITED	\$100.00
BELMONT/ BEHIND ASH	PARKING VIOLATION	2/9/2021	N/A	CITED	\$100.00
229 KATE	MUNICODE VIOLATION/ APPLIANCE	2/9/2021	2/9/2021	WARNING	\$0.00
1054 OLLER	VEHICLE CHECK	2/10/2021	2/13/2021	RED TAGGED	\$0.00
CITY HALL	COMMUNITY CONTACT	2/10/2021	N/A	COMPLETE	\$0.00
1024 PUCHEU	VEHICLE CHECK	2/10/2021	N/A	CITED	\$50.00
1106 PUCHEU	VEHICLE CHECK	2/10/2021	N/A	CHECKS OKAY	\$0.00
240 HOLMES	VEHICLE CHECK	2/10/2021	2/13/2021	CITED/ RED TAGGED	\$50.00
38 GURROLA	VEHICLE CHECK	2/10/2021	N/A	CHECKS OKAY	\$0.00
CITY HALL	COMMUNITY CONTACT	2/10/2021	N/A	COMPLETE	\$0.00
556 BOU CIR	VEHICLE CHECK	2/10/2021	N/A	CITED	\$50.00
4TH ST / 4TH CT	VEHICLE CHECK	2/10/2021	N/A	CITED	\$50.00
2ND ST/ 2ND CT	PARKING VIOLATION	2/10/2021	N/A	CITED (x's 2)	\$100.00
1182 6TH ST	VEHICLE CHECK	2/10/2021	N/A	CITED/ TOWED	\$50.00
354 L ST	VEHICLE CHECK	2/11/2021	N/A	CITED	\$50.00
890 QUINCE	VEHICLE CHECK	2/11/2021	N/A	CHECKS OKAY	\$0.00
1048 QUINCE	VEHICLE CHECK	2/11/2021	N/A	CITED	\$50.00
121 TUFT	VEHICLE CHECK	2/11/2021	N/A	CITED/ TOWED	\$50.00
FRESNO	MISC. INVESTIGATION	2/11/2021	N/A	COMPLETE	\$0.00
FRESNO	MISC. INVESTIGATION	2/17/2021	N/A	COMPLETE	\$0.00
535 SORENSON	VEHICLE CHECK	2/17/2021	N/A	CHECKS OKAY	\$0.00
667 LOZANO	VEHICLE CHECK	2/17/2021	N/A	CITED	\$50.00
635 LOZANO	MUNICODE VIOLATION/ PARKING ON LAWN	2/17/2021	N/A	CITED	\$25.00
1100 2ND ST	MUNICODE VIOLATION/ PARKING ON LAWN	2/17/2021	N/A	CITED	\$25.00
485 NAPLES	VEHICLE CHECK	2/17/2021	2/20/2021	RED TAGGED	\$0.00
105 RAMIREZ	MUNICODE VIOLATION/ PARKING ON LAWN	2/17/2021	N/A	CITED	\$25.00
326 BLANCO	VEHICLE CHECK	2/17/2021	N/A	CITED/ TOWED	\$50.00
554 J ST	FOLLOW UP	2/17/2021	N/A	COMPLETE	\$0.00
MENDOTA FOOD CENTER	COMMUNITY CONTACT	2/17/2021	N/A	COMPLETE	\$0.00
1054 OLLER	VEHICLE CHECK	2/18/2021	2/21/2021	RED TAGGED	\$0.00
CERVANTES/ BLACK	VEHICLE CHECK	2/18/2021	N/A	CHECKS OKAY	\$0.00
540 BLACK	MUNICODE VIOLATION/ PARKING ON LAWN	2/18/2021	N/A	CITED	\$25.00
281 MALDONADO	VEHICLE CHECK	2/18/2021	N/A	CITED/ TOWED	\$50.00
546 STAMOULES	VEHICLE CHECK	2/18/2021	N/A	CITED	\$50.00
812 AIRPORT	VEHICLE CHECK	2/18/2021	N/A	CITED	\$50.00
FRESNO	MISC. INVESTIGATION	2/19/2021	N/A	COMPLETE	\$0.00
242 OLLER	ABANDONED VEHICLE	2/19/2021	N/A	UNABLE TO LOCATE	\$0.00
642 LOLITA	ABANDONED VEHICLE	2/19/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
649 4TH CT	VEHICLE CHECK	2/19/2021	N/A	CITED	\$50.00
607 LOZANO	MUNICODE VIOLATION/ UNOPERABLE VEHICLE	2/22/2021	3/1/2021	WARNING	\$0.00
621 LOZANO	MUNICODE VIOLATION/ TIRE	2/22/2021	2/22/2021	WARNING	\$0.00
629 LOZANO	MUNICODE VIOLATION/ MAKESHIFT FENCE	2/22/2021	3/1/2021	WARNING	\$0.00
637 LOZANO	MUNICODE VIOLATION/ PARKING ON LAWN	2/22/2021	N/A	CITED(x's 2)	\$100.00
645 LOZANO	MUNICODE VIOLATION/ TIRES	2/22/2021	2/22/2021	WARNING	\$0.00
665 LOZANO	MUNICODE VIOLATION/ MAKESHIFT FENCE	2/22/2021	2/23/2021	WARNING	\$0.00
LOZANO/ RIOS	MUNICODE VIOLATION/ APPLIANCE/ TIRES	2/22/2021	2/26/2021	WARNING	\$0.00
FOOD CENTER	COMMUNITY CONTACT	2/23/2021	N/A	COMPLETE	\$0.00
653 SORENSON	VEHICLE CHECK	2/23/2021	N/A	NECESSARY ACTION TAKEN	\$50.00
210 BLACK	VEHICLE CHECK	2/23/2021	N/A	RED TAGGED	\$0.00

**Code Enforcement
Monthly Log**

February 2021

331 OXNARD	VEHICLE CHECK	2/23/2021	N/A	CITED	\$50.00
115 PETRY	VEHICLE CHECK	2/23/2021	2/26/2021	RED TAGGED	\$0.00
428 BANDONI	PARKING VIOLATION	2/23/2021	N/A	CITED(x's 2)	\$100.00
1887 9TH ST	MUNICODE VIOLATION/ CANOPY	2/23/2021	2/26/2021	WARNING	\$0.00
MENDOTA PD	LOBBY TRAFFIC	2/23/2021	N/A	COMPLETE	\$0.00
627 LOZANO	FOLLOW UP	2/23/2021	N/A	COMPLETE	\$0.00
665 LOZANO	COMMUNITY CONTACT	2/23/2021	2/23/2021	COMPLETE	\$0.00
329 N KATE ST	VEHICLE CHECK	2/24/2021	N/A	CHECKS OKAY	\$0.00
618 DE LA CRUZ ST	FOLLOW UP	2/24/2021	3/6/2021	NECESSARY ACTION TAKEN	\$0.00
525 KATE ST	VEHICLE CHECK	2/24/2021	N/A	CITED/ TOWED	\$50.00
VALLEY FOOD	MUNICODE VIOLATION/ TRASH	2/24/2021	N/A	CITED	\$150.00
615 GAXIOLA ST	MUNICODE VIOLATION/ TRASH/ TIRES	2/24/2021	2/27/2021	WARNING	\$0.00
617 DE LA CRUZ ST	MUNICODE VIOLATION/ ILLEGAL PARKING (BIG RIG)	2/24/2021	N/A	CITED	\$100.00
642 LOLITA ST	VEHICLE NUISANCE	2/24/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1675 9TH ST	MUNICODE VIOLATION/ FIRE HAZARD	2/24/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
FRESNO	SPECIAL DETAIL	2/25/2021	N/A	COMPLETE	\$0.00
307 BLANCO ST	VEHICLE CHECK	2/25/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
437 L ST	VEHICLE CHECK	2/25/2021	N/A	CHECKS OKAY	\$0.00
296 L ST	VEHICLE CHECK	2/25/2021	N/A	CHECKS OKAY	\$0.00
345 K ST	VEHICLE CHECK	2/25/2021	N/A	CITED	\$50.00
OLLER / 11TH ST	VEHICLE CHECK	2/25/2021	N/A	CITED/TOWED	\$50.00
263 SAN PEDRO	MUNICODE VIOLATION/ APPLIANCE	2/25/2021	3/2/2021	WARNING	\$0.00
631 OXNARD ST	VEHICLE CHECK	2/25/2021	N/A	CHECKS OKAY	\$0.00
521 OXNARD ST	VEHICLE CHECK	2/25/2021	N/A	CITED	\$50.00
NAPLES / 7TH ST	VEHICLE CHECK	2/25/2021	2/28/2021	CITED/ RED TAGGED	\$50.00
648 4TH ST	VEHICLE CHECK	2/26/2021	N/A	CITED(x's 2)	\$100.00
				TOTAL:	\$2,550.00

MENDOTA POLICE DEPARTMENT

FEBRUARY 2021



CASE#	ADDRESS	RPT DATE	DAY OF WEEK	ARREST	CRIME TYPE	CHARGES
210000165.1		2/1/2021	Mon	NO	VANDALISM	PC 594
210000166.1		2/1/2021	Mon	NO	EXTORTION	PC 518
210000167.1		2/1/2021	Mon	NO	TRAFFIC COLLISION	
210000168.1		2/1/2021	Mon	NO	SEX OFFENSE	PC 288
210000169.1		2/2/2021	Tue	NO	ATTEMPT GRAND THEFT AUTO	PC 664/10851
210000171.1		2/2/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210000172.1		2/3/2021	Wed	NO	OJI	
210000173.1		2/3/2021	Wed	NO	INCIDENT REPORT	
210000174.1		2/3/2021	Wed	NO	INCIDENT REPORT	
210000175.1		2/3/2021	Wed	NO	VEHICLE BURGLARY	PC 459
210000176.1		2/4/2021	Thu	YES	WARRANT ARREST	PC166
210000177.1		2/4/2021	Thu	YES	AGGRAVATED ASSASULT (DV)	PC 273.5A
210000178.1		2/4/2021	Thu	NO	SHOPLIFTING	PC 459.5
210000179.1		2/4/2021	Thu	NO	HIT & RUN	VC 20002A
210000180.1		2/4/2021	Thu	NO	REPOSSESSION	
210000181.1		2/4/2021	Thu	YES	CRIMINAL THREAT	PC 422
210000192.1		2/5/2021	Fri	NO	INCIDENT REPORT	
210000193.1		2/7/2021	Sun	YES	WARRANT ARREST	PC 166
210000194.1		2/7/2021	Sun	NO	FIELD INTERVIEW	
210000195.1		2/8/2021	Mon	NO	VANDALISM	PC 594
210000197.1		2/8/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210000199.1		2/8/2021	Mon	NO	FIELD INTERVIEW	
210000200.1		2/9/2021	Tue	NO	ANNOYING CALL	PC 653M
210000201.1		2/9/2021	Tue	YES	WARRANT ARREST	PC 166
210000202.1		2/9/2021	Tue	NO	IDENTITY THEFT	PC 530.5
210000203.1		2/9/2021	Tue	NO	LOST PROPERTY	
210000205.1		2/9/2021	Tue	NO	IDENTITY THEFT	PC 530.5
210000206.1		2/9/2021	Tue	YES	WARRANT ARREST	PC 166
210000212.1		2/10/2021	Wed	NO	MENTALLY UNSTABLE	WI 5150
210000214.1		2/10/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210000217.1		2/10/2021	Wed	NO	INCIDENT REPORT	
210000218.1		2/10/2021	Wed	NO	SHOPLIFTING	PC 459.5
210000219.1		2/10/2021	Wed	NO	TRAFFIC COLLISION	
210000220.1		2/10/2021	Wed	YES	DUI ARREST	VC 23152, PC 69
210000221.1		2/11/2021	Thu	NO	COMMERCIAL BURGLARY	PC 459
210000222.1		2/11/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210000225.1		2/12/2021	Fri	NO	TRAFFIC COLLISION	
210000227.1		2/13/2021	Sat	NO	VANDALISM	PC 594
210000231.1		2/13/2021	Sat	YES	NARCOTICS VIOLATION	HS 11364, PC 3056
210000234.1		2/14/2021	Sun	NO	GRAND THEFT	PC 487
210000235.1		2/14/2021	Sun	YES	DUI ARREST	VC 23152, TRAFFIC COLLISION
210000236.1		2/14/2021	Sun	YES	TRESPASS	PC 602
210000237.1		2/15/2021	Mon	YES	RESISTING	PC 69, HS 11550
210000238.1		2/15/2021	Mon	NO	VANDALISM	PC 594
210000239.1		2/15/2021	Mon	YES	WARRANT ARREST	PC 166
210000240.1		2/15/2021	Mon	NO	INCIDENT REPORT	
210000243.1		2/16/2021	Tue	NO	COMMERCIAL BURGLARY	PC 459
210000244.1		2/16/2021	Tue	NO	INCIDENT REPORT	
210000248.1		2/16/2021	Tue	YES	WARRANT ARREST	PC 166

MENDOTA POLICE DEPARTMENT

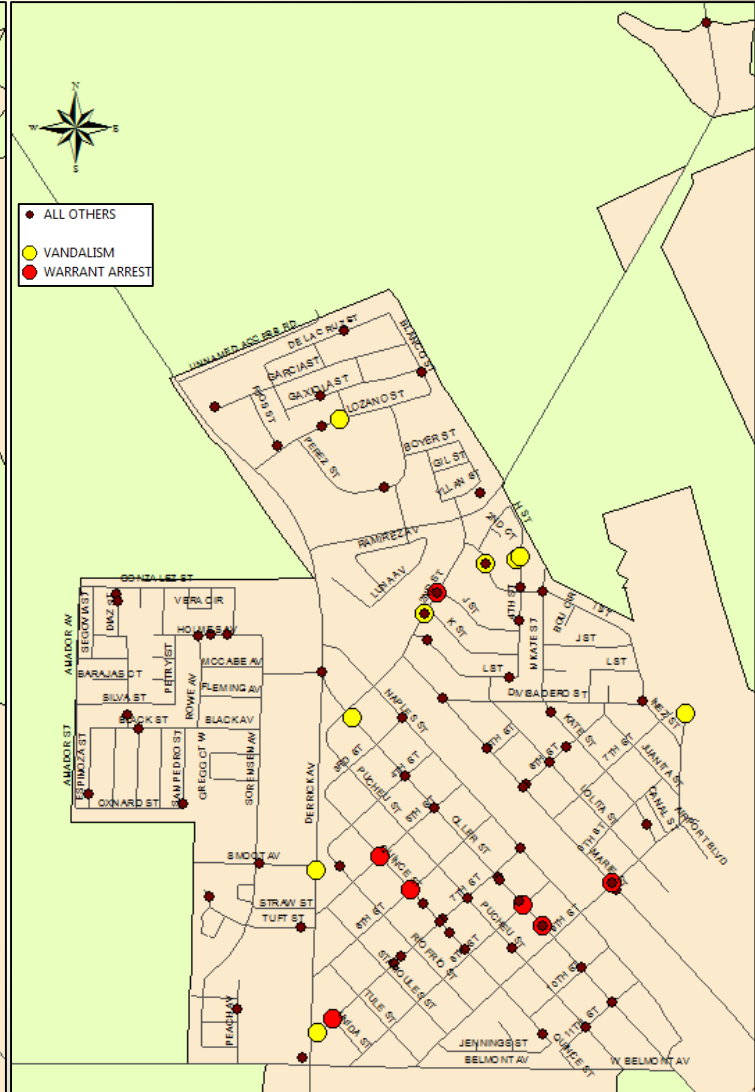
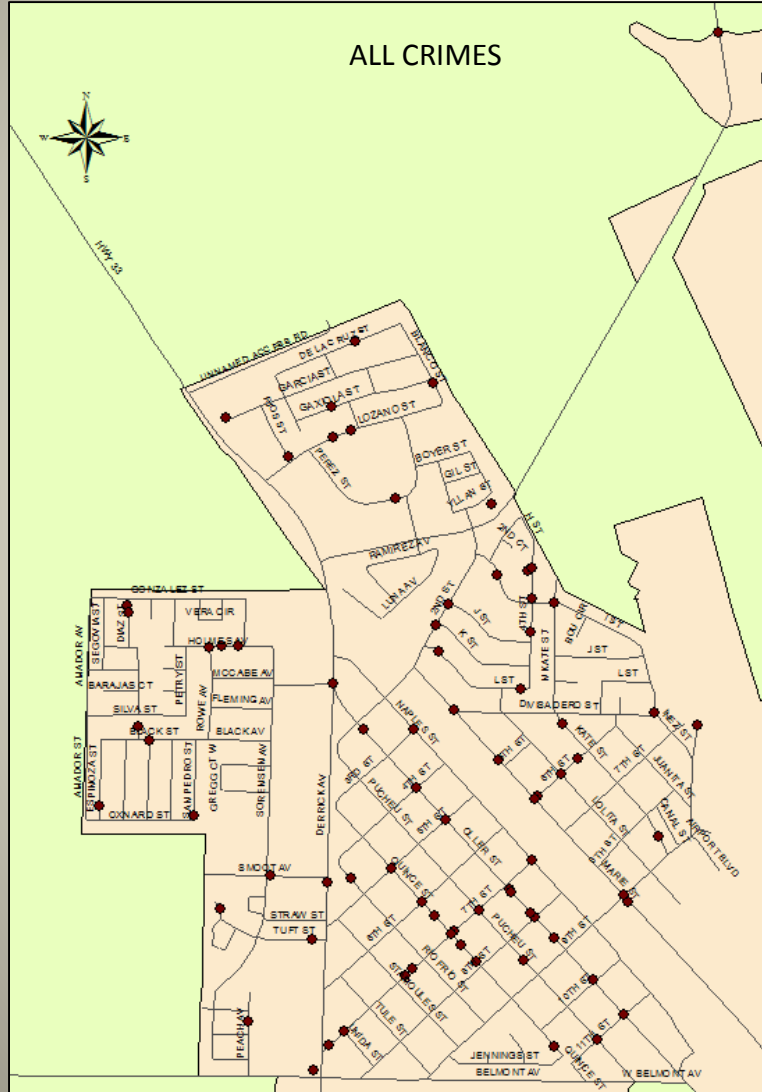
FEBRUARY 2021



CASE#	ADDRESS	RPT DATE	DAY OF WEEK	ARREST	CRIME TYPE	CHARGES
210000254.1		2/16/2021	Tue	NO	DECEASED PERSON	11-44
210000255.1		2/17/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210000263.1		2/17/2021	Wed	NO	ANIMAL COMPLAINT	
210000266.1		2/18/2021	Thu	NO	ATTEMPT COMMERCIAL BURGLARY	PC 664/459
210000267.1		2/18/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210000268.1		2/18/2021	Thu	YES	WARRANT ARREST	PC 166
210000269.1		2/19/2021	Fri	YES	WARRANT ARREST	PC 166
210000270.1		2/19/2021	Fri	NO	AGGRAVATED ASSAULT	PC 245
210000271.1		2/20/2021	Sat	NO	HIT & RUN	VC 20002A
210000272.1		2/20/2021	Sat	NO	FRAUD	PC 476
210000273.1		2/20/2021	Sat	YES	SIMPLE ASSAULT (DV)	PC 243E1
210000274.1		2/21/2021	Sun	NO	ANIMAL COMPLAINT	
210000275.1		2/21/2021	Sun	NO	HIT & RUN	VC 20002A
210000276.1		2/21/2021	Sun	NO	TRAFFIC COLLISION	
210000277.1		2/21/2021	Sun	YES	PUBLIC INTOXICATION	PC 647F
210000278.1		2/21/2021	Sun	NO	INCIDENT REPORT	
210000279.1		2/22/2021	Mon	NO	VANDALISM	PC 594
210000280.1		2/22/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210000282.1		2/22/2021	Mon	NO	FOUND PERSON	
210000283.1		2/22/2021	Mon	NO	PETTY THEFT	PC 484
210000284.1		2/22/2021	Mon	NO	INCIDENT REPORT	
210000285.1		2/22/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210000286.1		2/22/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210000287.1		2/23/2021	Tue	NO	ERROR	
210000288.1		2/23/2021	Tue	NO	VANDALISM	PC 594
210000290.1		2/23/2021	Tue	NO	ANIMAL COMPLAINT	
210000293.1		2/23/2021	Tue	NO	TRAFFIC COLLISION	
210000298.1		2/23/2021	Tue	NO	VANDALISM	PC 594
210000299.1		2/23/2021	Tue	NO	TRAFFIC COLLISION	
210000300.1		2/23/2021	Tue	YES	WEAPONS POSSESSION (GUN)	PC 487D2, PC 496A, PC 30605A
210000301.1		2/23/2021	Tue	NO	REPOSSESSION	
210000302.1		2/23/2021	Tue	NO	VANDALISM	PC 594
210000303.1		2/24/2021	Wed	YES	GTA RECOVERY	
210000304.1		2/24/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210000311.1		2/24/2021	Wed	NO	VANDALISM	PC 594
210000313.1		2/24/2021	Wed	NO	RESISTING	PC 69
210000315.1		2/25/2021	Thu	NO	NARCOTICS VIOLATION	HS 11364
210000317.1		2/25/2021	Thu	NO	INCIDENT REPORT	
210000318.1		2/25/2021	Thu	NO	VANDALISM	PC 594
210000319.1		2/25/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210000320.1		2/25/2021	Thu	NO	INCIDENT REPORT	
210000321.1		2/25/2021	Thu	NO	REPOSSESSION	
210000322.1		2/25/2021	Thu	NO	VEHICLE BURGLARY	PC 459
210000330.1		2/26/2021	Fri	NO	VEHICLE BURGLARY	PC 459
210000331.1		2/26/2021	Fri	NO	TRAFFIC COLLISION	
210000333.1		2/27/2021	Sat	NO	VEHICLE BURGLARY	PC 459
210000334.1		2/28/2021	Sun	NO	GRAND THEFT AUTO	VC 10851
210000335.1		2/28/2021	Sun	YES	NARCOTICS VIOLATION	HS 11377A
210000336.1		2/28/2021	Sun	YES	SIMPLE ASSAULT (DV)	PC 243E1, PC 69

MENDOTA POLICE DEPARTMENT

FEBRUARY 2021 - MAP



MENDOTA POLICE DEPARTMENT

FEBRUARY 2021



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT (DV)					1			1
AGGRAVATED ASSAULT						1		1
ANIMAL COMPLAINT	1		1	1				3
ANNOYING CALL			1					1
ATTEMPT COMMERCIAL BURGLARY					1			1
ATTEMPT GRAND THEFT AUTO			1					1
COMMERCIAL BURGLARY			1		1			2
CRIMINAL THREAT					1			1
DECEASED PERSON			1					1
DUI ARREST	1			1				2
ERROR			1					1
EXTORTION		1						1
FIELD INTERVIEW	1	1						2
FOUND PERSON		1						1
FRAUD							1	1
GRAND THEFT	1							1
GRAND THEFT AUTO	1							1
GTA RECOVERY				1				1
HIT & RUN	1				1		1	3
IDENTITY THEFT			2					2
INCIDENT REPORT	1	2	1	3	2	1		10
LOST PROPERTY			1					1
MENTALLY UNSTABLE				1				1
NARCOTICS VIOLATION	1				1		1	3
OJI				1				1
PETTY THEFT		1						1
PUBLIC INTOXICATION	1							1
REPOSESSION			1		2			3
RESISTING		1		1				2
SEX OFFENSE		1						1
SHOPLIFTING				1	1			2
SIMPLE ASSAULT (DV)	1						1	2
TRAFFIC COLLISION	1	1	2	1		2		7
TRESPASS	1							1
VANDALISM		4	3	1	1		1	10
VEHICLE BURGLARY				1	1	1	1	4
VEHICLE STORAGE		4	1	3	3			11
WARRANT ARREST	1	1	3		2	1		8
WEAPONS POSSESSION (GUN)			1					1
Grand Total	13	18	21	16	18	6	6	98

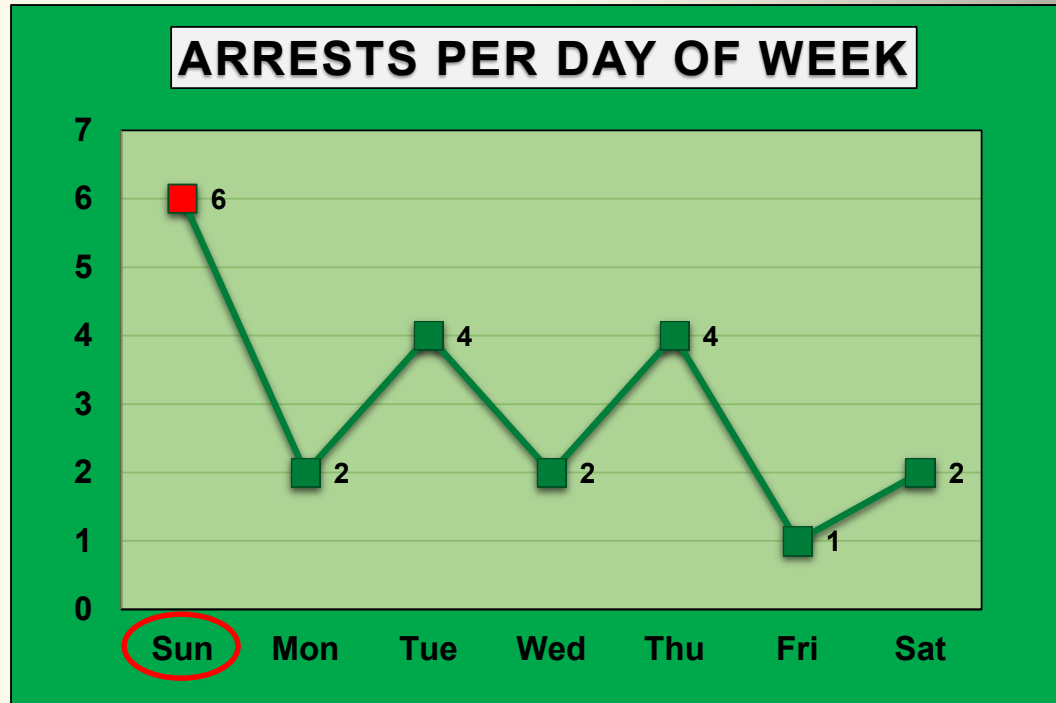


MENDOTA POLICE DEPARTMENT

FEBRUARY 2021 - ARRESTS



DAYS	ARRESTS
Sun	6
Mon	2
Tue	4
Wed	2
Thu	4
Fri	1
Sat	2
Grand Total	21





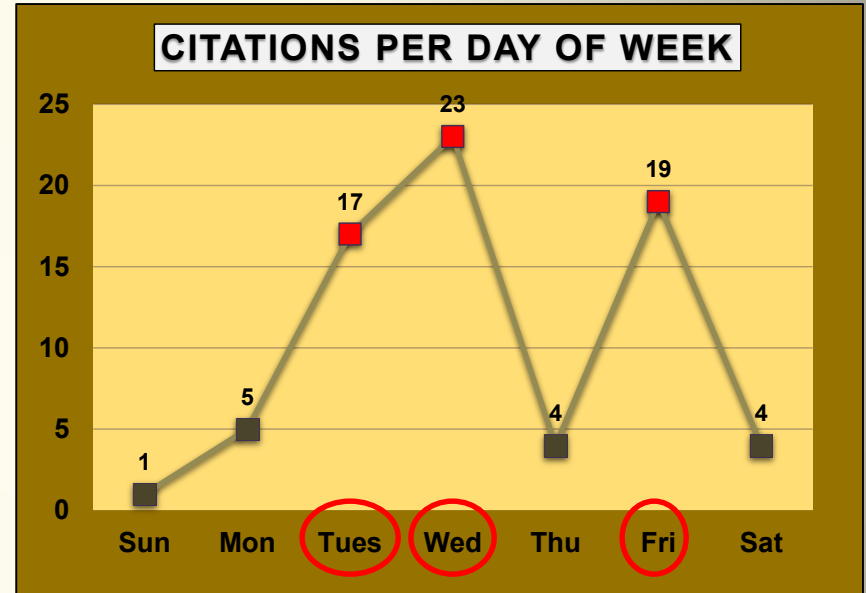
MENDOTA POLICE DEPARTMENT

FEBRUARY 2021 - CITES



CASE#	RPT DATE	DAY OF WEEK
210000170.1	2/2/2021	Tue
210000182.1	2/5/2021	Fri
210000183.1	2/5/2021	Fri
210000184.1	2/5/2021	Fri
210000185.1	2/5/2021	Fri
210000186.1	2/5/2021	Fri
210000187.1	2/5/2021	Fri
210000188.1	2/5/2021	Fri
210000189.1	2/5/2021	Fri
210000190.1	2/5/2021	Fri
210000191.1	2/5/2021	Fri
210000196.1	2/8/2021	Mon
210000198.1	2/8/2021	Mon
210000204.1	2/9/2021	Tue
210000207.1	2/10/2021	Wed
210000208.1	2/10/2021	Wed
210000209.1	2/10/2021	Wed
210000210.1	2/10/2021	Wed
210000211.1	2/10/2021	Wed
210000213.1	2/10/2021	Wed
210000215.1	2/10/2021	Wed
210000216.1	2/10/2021	Wed
210000223.1	2/11/2021	Thu
210000224.1	2/12/2021	Fri
210000226.1	2/12/2021	Fri
210000228.1	2/13/2021	Sat
210000229.1	2/13/2021	Sat
210000230.1	2/13/2021	Sat
210000233.1	2/14/2021	Sun
210000241.1	2/15/2021	Mon
210000242.1	2/15/2021	Mon
210000245.1	2/16/2021	Tue
210000246.1	2/16/2021	Tue
210000247.1	2/16/2021	Tue
210000249.1	2/16/2021	Tue
210000250.1	2/16/2021	Tue
210000251.1	2/16/2021	Tue

CASE#	RPT DATE	DAY OF WEEK
210000252.1	2/16/2021	Tue
210000253.1	2/16/2021	Tue
210000256.1	2/17/2021	Wed
210000257.1	2/17/2021	Wed
210000258.1	2/17/2021	Wed
210000259.1	2/17/2021	Wed
210000260.1	2/17/2021	Wed
210000261.1	2/17/2021	Wed
210000262.1	2/17/2021	Wed
210000264.1	2/17/2021	Wed
210000265.1	2/18/2021	Thu
210000281.1	2/22/2021	Mon
210000289.1	2/23/2021	Tue
210000291.1	2/23/2021	Tue
210000292.1	2/23/2021	Tue
210000294.1	2/23/2021	Tue
210000295.1	2/23/2021	Tue
210000296.1	2/23/2021	Tue
210000297.1	2/23/2021	Tue
210000305.1	2/24/2021	Wed
210000306.1	2/24/2021	Wed
210000307.1	2/24/2021	Wed
210000308.1	2/24/2021	Wed
210000309.1	2/24/2021	Wed
210000310.1	2/24/2021	Wed
210000312.1	2/24/2021	Wed
210000314.1	2/25/2021	Thu
210000316.1	2/25/2021	Thu
210000323.1	2/26/2021	Fri
210000324.1	2/26/2021	Fri
210000325.1	2/26/2021	Fri
210000326.1	2/26/2021	Fri
210000327.1	2/26/2021	Fri
210000328.1	2/26/2021	Fri
210000329.1	2/26/2021	Fri
210000332.1	2/27/2021	Sat



DAYS	COUNT
Sun	1
Mon	5
Tues	17
Wed	23
Thu	4
Fri	19
Sat	4
Grand Total	73



MENDOTA POLICE DEPARTMENT

FEBRUARY 2021



	December	January	February	March	April	May	June	July	August	September	October	November	December	2021 Totals	JAN-FEB%
Homicide	0	0	0											0	NON-CAL
Rape	0	0	0											0	NON-CAL
Other Sex Offense	1	1	1											2	0%
Robbery	0	0	0											0	NON-CAL
Aggravated Assault	1	0	1											1	NON-CAL
Aggravated Assault (DV)	4	2	1											3	-50%
Simple Assault	1	2	0											2	-100%
Simple Assault (DV)	1	0	2											2	NON-CAL
Residential Burglary	1	2	0											2	-100%
Commercial Burglary	0	3	3											6	0%
Auto Theft	4	1	2											3	100%
Grand Theft	0	2	1											3	-50%
Petty Theft	8	6	3											9	-50%
Vehicle Burglary	5	10	4											14	-60%
ID Theft/Fraud	2	0	3											3	NON-CAL
Arson	0	0	0											0	NON-CAL
Vandalism	22	11	10											21	-9%
Hate Crimes	0	0	0											0	NON-CAL
Possession of Firearm	1	1	1											2	0%
Possession of Knife	0	0	0											0	NON-CAL
DUI Arrests	1	3	2											5	-33%
Public Intoxication	7	0	1											1	NON-CAL
Narcotics Violation	10	3	3											6	0%
Parole/Restraining Order Violation	2	0	0											0	NON-CAL
Warrant Arrest	11	14	8											22	-43%
Mental Health Reports	2	1	1											2	0%
Runaway / Missing	0	0	0											0	NON-CAL
Trespass	0	2	1											3	-50%
TOTALS	81	64	48	0	0	0	0	0	0	0	0	0	0	112	-25%



MENDOTA POLICE DEPARTMENT

FEBRUARY 2021



COMMERCIAL BURGLARY: TOTAL - 3

- MENDOTA DAY CARE CENTER
- CABANA RESTAURANT
- SONORA CELLULAR

LOSS:

- LAPTOP
- CHROME NOTEBOOK
- BAG

COMMERCIAL BURGLARY: TOTAL - 3

- MCCABE ELEMENTARY
- MENDOTA HIGH SCHOOL
- LA MEXICANA

LOSS:

- MONEY
- TABLET
- KEYS

