



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 8, 2022
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 or (559) 577-7692. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

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

Pursuant to Government Code section 54953, subdivision (e)(1)(C), the City Council's March 8, 2022, meeting will only be accessible remotely to promote social distancing in light of the ongoing state COVID-19 pandemic emergency per the recommendations of the Centers for Disease Control and Prevention (CDC), California State Public Health Officer, and Fresno County Public Health Officer.

Due to COVID-19, public in-person participation at this meeting is not permitted at this time. 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

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of February 22, 2022 and the special City Council meeting of February 28, 2022.
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. FEBRUARY 16, 2022 THROUGH MARCH 1, 2022
WARRANT LIST CHECK NOS. 51450 THROUGH 51495
TOTAL FOR COUNCIL APPROVAL = \$477,040.79
2. Proposed adoption of **Resolution No. 22-15**, conditionally approving exclusive use permit applications for City facilities for 2022.
3. Proposed adoption of **Resolution No. 22-16**, approving a contract with Provost & Pritchard Consulting Group to provide final design, surveying, bidding, and construction services for the City of Mendota's Proposition 68 UFPGP Funded Stormwater Improvement Project.

BUSINESS

1. Council discussion and consideration of setting goals for Fiscal Year 2022-2023.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides direction as appropriate*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
a) Grant Update
2. City Engineer
a) Update
3. City Attorney
a) Update
4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).
City of Mendota v. Evelyn Kramer, et al., Fresno County Superior Court, Case No. 21CECG02410.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (two potential cases).

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of March 8, 2022, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, March 4, 2022 at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

February 22, 2022

Meeting called to order by Mayor Castro at 6:04 p.m.

Roll Call

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

Council Members Absent: None

Flag salute led by City Clerk Cabrera-Garcia

Invocation led by Police Chaplain Ophelia Lugo

FINALIZE THE AGENDA

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

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

PRESENTATIONS

1. Council to receive an update on the state of the local cannabis industry from Boca Del Rio Agriculture, LLC, and Odyssey Agricultural Development, LLC.

Dustin Moore with Boca Del Rio Agriculture, LLC provided an update on the local cannabis industry.

Jon David with Odyssey Agricultural Development, LLC provided an update on the state of its business.

Dustin Moore with Boca Del Rio Agriculture, LLC provided an update on the state of its business.

Discussion was held on the item.

Joel Lozano with Boca Del Rio Agriculture, LLC provided an update on the state of its business.

Discussion was held on the item.

Dustin Moore with Boca Del Rio Agriculture, LLC provided additional information.

Discussion was held on the item.

Michael Jensen with Boca Del Rio Agriculture, LLC provided an update on the state of its business.

Discussion was held on the item.

Dustin Moore with Boca Del Rio Agriculture, LLC provided additional information.

Discussion was held on the item.

At 6:36 p.m. Councilor Riofrio left the Council Chambers and returned at 6:38 p.m.

Dustin Moore with Boca Del Rio Agriculture, LLC provided additional information.

Discussion was held on the item.

2. Council to receive an update from Boca Del Rio Agriculture, LLC, on the state of its business.

The item was discussed under Presentation item 1.

3. Council to receive an update from Odyssey Agricultural Development, LLC, on the state of its business.

The item was discussed under Presentation item 1.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Joseph Amador – inquired about the presentations that were provided.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of February 8, 2022.
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 2, 2022 THROUGH FEBRUARY 14, 2022
WARRANT LIST CHECK NOS. 51376 THROUGH 51449
TOTAL FOR COUNCIL APPROVAL = \$308,983.17
2. Proposed adoption of **Resolution No. 22-09**, proclaiming a continued local emergency, ratifying the proclamation of a state of emergency by the Governor on March 4, 2020, and authorizing remote teleconference meetings of the City of Mendota's legislative bodies for a period of thirty days pursuant to the Brown Act.
3. Proposed adoption of **Resolution No. 22-10**, approving the American Rescue Plan Act of 2021 State Local Fiscal Recovery Funds Subrecipient Certifications and Commitment of Responsibility.
4. Proposed adoption of **Resolution No. 22-11**, approving the submittal of a proposal for the 2022 Senate District 12 Budget Request to the Office of State Senator Anna Caballero.

A request was made to pull item 3 for discussion.

A motion was made by Councilor Riofrio to approve items 1, 2, and 4 of the Consent Calendar, seconded by Councilor Rosales; unanimously approved (5 ayes).

3. Proposed adoption of **Resolution No. 22-10**, approving the American Rescue Plan Act of 2021 State Local Fiscal Recovery Funds Subrecipient Certifications and Commitment of Responsibility.

Discussion was held on the item.

A motion was made by Councilor Riofrio to approve item 3 of the Consent Calendar, seconded by Councilor Alonso; unanimously approved (5 ayes).

BUSINESS

1. Council discussion and consideration of **Resolution No. 22-12**, approving the City of Mendota's Local Road Safety Plan included in the Multijurisdictional Local Safety Plan.

Mayor Castro introduced the item and City Engineer Osborn provided the report and introduced Mychal Loomis with Kittelson & Associates, Inc.

Mychal Loomis with Kittelson & Associates, Inc. presented information about the Local Road Safety Plan.

Discussion was held on the item.

A motion was made by Councilor Rosales to adopt Resolution No. 22-12, seconded by Councilor Riofrio; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Smith provided the report for the Police Department including monthly statistics and crime trends, and the change in dispatch services.

Discussion was held on dispatch services, and the towing of vehicles.

Chief Smith provided the report for the Animal Control Department including monthly statistics and issues with stray dogs.

Discussion was held on stray dogs; issues with bats; and the possibility of holding a dog vaccine clinic.

Chief Smith provided the report for the Code Enforcement Department, including monthly statistics.

Discussion was held on the duties of the Code Enforcement officers; and a potential gang issue in the East side of the City.

2. City Attorney
 - a) Update

Assistant City Attorney Castro provide an update on the work of his office.

3. City Manager

City Manager Gonzalez reported on ongoing economic development projects, including the development of the Star Super Market property and the Jack's Resort property; and the condition of the local economy.

Discussion was held on the sidewalk improvements near City Hall.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Rosales inquired about the possibility of establishing a Recreation Department.

Discussion was held on Mr. Rosales's comments.

Mayor Pro Tem Mendoza commented on the Honor Wall project; ongoing projects; and the upcoming Autism Awareness month.

Councilor Alonso reported on housing developments in the City, and whether the City Council will hold a goal setting meeting.

Councilor Riofrio commented on code enforcement violations in the City.

2. Mayor

Mayor Castro commented on discussions that were held at the meeting and upcoming meetings that he will be attending.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).

City of Mendota v. Evelyn Kramer, et al., Fresno County Superior Court, Case No. 21CECG02410.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).

Case name unspecified: Disclosure would jeopardize existing settlement negotiations.

At 8:08 p.m. the Council moved into closed session.

At 8:21 p.m. the Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 and 2 of the Closed Session, there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:21 p.m. by Councilor Rosales, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

February 28, 2022

Meeting called to order by Mayor Pro Tem Mendoza at 12:02 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 Mayor Pro Tem Mendoza

FINALIZE THE AGENDA

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

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

BUSINESS

1. Council discussion and consideration of **Resolution No. 22-13**, approving the formation of a City Council Ad Hoc Subcommittee to meet with Boca Del Rio Agriculture, LLC, and Odyssey Agricultural Development, LLC, to discuss potential solutions to their business difficulties and the state of the local cannabis industry.

Mayor Pro Tem Mendoza introduced the item and City Manager Gonzalez provided the report.

Discussion was held on the item.

Joseph Amador – inquired as whether citizens could participate in the subcommittee.

Discussion was held on Mr. Amador’s inquiry and on the item.

A motion was made by Councilor Rosales to appoint Mayor Castro and Mayor Pro Tem Mendoza as regular members and Councilor Riofrio as an alternate member of the subcommittee and adopt Resolution No. 22-13, seconded by Mayor Castro; unanimously approved (5 ayes).

2. Council discussion and consideration of **Resolution No. 22-14**, allocating remaining Community Development Block Grant – Coronavirus response funds to the Rojas-Pierce Park Expansion Project.

Mayor Pro Tem Mendoza introduced the item and City Manager Gonzalez provided the report.

Discussion was held on the item and on potential improvements to Pool Park.

At 12:27 p.m. Councilor Riofrio left the Council Chambers.

A motion was made by Councilor Alonso to adopt Resolution No. 22-14, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Riofrio).

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 12:28 p.m. by Councilor Rosales, seconded by Councilor Alonso; unanimously approved (4 ayes, absent: Riofrio).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
2/16/2022-3/1/2022
CK# 51450-51495

Date	Check #	Check Amount	Vendor	Department	Description
February 16, 2022	51450	\$ 126,626.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 1/31/2022-2/13/2022
February 16, 2022	51451	\$ 6,500.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN FOR 2/14/2022
February 16, 2022	51452	\$ 415.54	GERARDO VACA	GENERAL	WORKER'S COMPENSATION TD/4850 1/31/2022-2/13/2022
February 18, 2022	51453	\$ 833.75	ACME ROTARY BROOM SERVICE	STREETS	(1) 58" SCHWARZE AVALANCHE TUBE- POLYMAIN BROOM (STREET SWEEPER)
February 18, 2022	51454	\$ 6,700.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN FOR 2/7/2022
February 18, 2022	51455	\$ 39.52	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE- JANUARY 2022
February 18, 2022	51456	\$ 832.02	ALEX AUTO DIAGNOSTICS	GENERAL	2020 FORD EXPLORER- CHECK REAR SUSPENSION NOISE (PD), 2018 JEEP GRAND CHEROKEE- OIL CHANGE & FILTER (PD)
February 18, 2022	51457	\$ 106.15	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES 2/10/2022
February 18, 2022	51458	\$ 25.84	AUTOZONE, INC.	GENERAL	(1) SYLVANIA SIVER STAR BULB (PD)
February 18, 2022	51459	\$ 587.06	FRANK BARAJAS	GENERAL	(1) BPS TACTICAL, OUTER VEST CARRIER FOR WORK (EXPENSE REIMBURSEMENT)
February 18, 2022	51460	\$ 323.25	BSK ASSOCIATES	WATER-SEWER	BACTI-WEEKLY TREATMENT & DISTRIBUTION 2/1/2022, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 2/1/2022
February 18, 2022	51461	\$ 467.10	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT FEBRUARY 2022
February 18, 2022	51462	\$ 518.28	CORE & MAIN LP	SEWER	(1) KP 1000 F&C SANITARY SEWER
February 18, 2022	51463	\$ 186.00	DEPARTMENT OF JUSTICE	GENERAL	(3) FINGERPRINTS APPS & FB1 JANUARY 2022 (PD), (3) BLOOD ALCOHOL ANALYSIS JANUARY 2022
February 18, 2022	51464	\$ 13,505.63	FIREBAUGH POLICE	GENERAL-WATER-SEWER	POLICE DISPATCH SERVICES FOR FEBRUARY 2022
February 18, 2022	51465	\$ 570.34	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR JANUARY 2022, 22-PRISONER PROCESSING SERVICES 2ND QTR 10/11/21-10/31/21 (PD)
February 18, 2022	51466	\$ 120.00	INSYARATH, KHAMPHOU	GENERAL	5 YEAR COMPARISON FEBRUARY 2022
February 18, 2022	51467	\$ 6,355.00	LEAGUE OF CALIFORNIA CITIES	GENERAL-WATER-SEWER	MEMBERSHIP DUES FOR CALENDAR YEAR 2022
February 18, 2022	51468	\$ 690.00	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2019 DODGE CHARGER-CHECK ENGINE LIGHT,OIL CHANGE (PD), 2019 DODGE CHARGER- OIL FILTER BASE, NEW SPARK PLUGS (PD)
February 18, 2022	51469	\$ 1,942.91	MENDOTA SMOG & REPAIR	GENERAL -WATER-SEWER	2018 FORD-POLICE INTERCEPTOR INSTALL 6 TIRES (PD) 2019 DODGE CHARGER- REPLACE ONE TIRE MOUNT & BALANCE
February 18, 2022	51470	\$ 433.74	METRO UNIFORM	GENERAL	(1) FITTED FLEX CAP (1) 60/40 ACRYLIC KNIT BEANIE (PD), (2) CLOVIS SGT CHEVRON (F.RENTERIA)& EMBROIDERY (PD)
February 18, 2022	51471	\$ 57,048.94	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES FOR JANUARY 2022
February 18, 2022	51472	\$ 7,260.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER-REFUSE	WORK IN PROGRESS FOR 6/30/21 AUDITED FINANCIAL STATEMENTS
February 18, 2022	51473	\$ 7,809.50	RRM DESIGN GROUP	GENERAL-WATER-SEWER	MENDOTA CITY HALL & PD STATION CONSTRUCTION DOCUMENTS
February 18, 2022	51474	\$ 1,174.12	THE WATER CONNECTION	WATER	TESTED (27) BACKFLOWS & 2 REPAIRS
February 18, 2022	51475	\$ 921.54	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELL PHONE SERVICES FOR 1/7/22-2/6/22
February 18, 2022	51476	\$ 150.00	VORTAL	GENERAL-WATER-SEWER	WEBSITE HOSTING AND MAINTENANCE 2/16/2022
February 18, 2022	51477	\$ 32,796.72	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-WATER-SEWER	LEGAL SERVICES RE: CITY ATTORNEY; GENERAL LEGAL SERVICES, LEGAL SERVICES RE: 578 LOLITA ST. ABATEMENT
February 25, 2022	51478	\$ 61.18	ADT SECURITY SERVICES	WATER	SECURITY SERVICES FOR 3/4/22-4/3/22 WATER TREATMENT PLANT
February 25, 2022	51479	\$ 632.74	AFLAC	GENERAL	AFLAC INSURANCE FOR FEBRUARY 2022
February 25, 2022	51480	\$ 5,771.36	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR MARCH 2022
February 25, 2022	51481	\$ 2,043.44	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 11/25/21-12/24/21 & 12/25/21-1/24/22, POLICE DEPT. DISPATCH PHONE SER. 10/27/21-1/26/22
February 25, 2022	51482	\$ 134,522.48	FRESNO COUNTY FIRE	GENERAL	FY 21-22 FIRE PROTECTION SERVICES 7/1/21-12/31/21
February 25, 2022	51483	\$ 158.88	LEAGUE OF CALIFORNIA CITIES	GENERAL	MEMBERSHIP DUES SOUTH SAN JOAQUIN VALLEY DIV. 2022
February 25, 2022	51484	\$ 1,852.46	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD & STD INSURANCE FOR MARCH 2022
February 25, 2022	51485	\$ 2,244.11	PROVOST & PRITCHARD	WATER	PROFESSIONAL SERVICES FOR OCTOBER 2021-MOWRY BRIDGE FINAL DES & CON

CITY OF MENDOTA
 CASH DISBURSEMENTS
 2/16/2022-3/1/2022
 CK# 51450-51495

February 25, 2022	51486	\$ 708.90	THE HOME DEPOT	GENERAL-STREETS-REFUSE	(1) HUSKY 149PC MECH SET, (1) HUSKY 10 PIECE SCREWDRIVER SET, (5) HUSKY 2.5 LB PICK MATTOCK FGL
March 1, 2022	51488	\$ 1,007.50	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	(31) MONTHLY MEDICAL ADMINISTRATION FEES: FEBRUARY 2022
March 1, 2022	51489	\$ 27,869.77	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR MARCH 2022
March 1, 2022	51490	\$ 2,075.39	AUTOMATED OFFICE SYSTEMS	GENERAL	COPIER MAINTENANCE CONTRACT 2/1/22-2/28/22 CITYHALL & (PD)
March 1, 2022	51491	\$ 1,903.24	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONE & INTERNET SER. 2/6/22-3/5/22
March 1, 2022	51492	\$ 730.83	PETTY CASH	GENERAL-WATER-SEWER	PETTY CASH EXPENSES TAG# 704-723 9/29/21-2/8/22 MOWRY BRIDGE GRAND OPENING EVENT, WATER, CHRISTMAS LIGHTS
March 1, 2022	51493	\$ 13,140.36	PG&E	GENERAL-WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES 1/10/22-2/8/22
March 1, 2022	51494	\$ 7,101.31	PLATT ELETRIC SUPPLY	STREETS	(3) GRANDVILLE LED CLASSIC P20 PERFORMANCE PACKAGE, (3) LED SOLAR AREA LIGHT 30W, 50K, 6000 LMN, BRACKETS
March 1, 2022	51495	\$ 277.89	TRIANGLE ROCK PRODUCTS,LLC	STREETS	3/4IN CL 2 BASE AGG & ASPHALT QTY: 16.86 (STREET REPAIR)

\$ 477,040.79

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONDITIONALLY APPROVING EXCLUSIVE USE PERMITS FOR 2022
DATE: MARCH 8, 2022

ISSUE

Shall the City Council adopt Resolution No. 22-15, conditionally approving the exclusive use permits for City facilities for 2022?

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. The 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 four organizations, Alcoholicos Anonimous, Mendota Youth Recreation (MYR), Teens That Care, and Westside Youth to submit applications by the due date, February 25, 2022. MYR submitted (3) applications and Alcoholicos Anonimous, Teens That Care, and Westside Youth submitted (1) application each. From the (6) applications received, only (1) application submitted by MYR is proposing to charge a fee to the public for their Annual Harvest Festival Carnival event. They are proposing to charge a \$2.00 fee.

FISCAL IMPACT

General Fund will gain \$1,537.50 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. 22-15, conditionally approving the exclusive use permits for City facilities for 2022.

Attachment(s):

1. Six (6) Applications
2. Resolution No. 22-15
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



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.
- 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:

ROSAS Pierce Park

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

A.A Alcoholicos Anonymous.

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: Guillermo Gutierrez

ADDRESS (STREET AND CITY): [REDACTED]

TELEPHONE No. [REDACTED]

4. DATE: 4/30/22 TIME: 9:00 AM TO 11:00 PM.

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

Kitchen - Oval

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.

A.A Group Anniversary - Public information Meeting.

7. Number of persons expected to attend the function or event. 150

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.

12:00 TO 1:00 Open to public = 1:00 PM TO 3:00 LUNCH
3:00 PM TO 6:00 PM public information meeting
6:00 PM TO 7:00 PM CAFE 7:00 PM TO 11:00 PM D.J.
LIVE 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 \$ _____. State the reason for imposing this admission charge. no charge

14. Will there be a live band at this function? Yes _____ No D.J. (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.

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, Guillermo Gutierrez 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 A.A. Alcoholics Anonymous (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: Guillermo Gutierrez DATE: 1/11/22

I, Guillermo Gutierrez, 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: 1/11/22
Guillermo Gutierrez
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: _____

Ciclo De Unidad 7:00 PM - 9:00 PM

Fecha	Grupo	Ciudad	Temas
4-19-22	Nuevos Amigos Fuente de Vida 5 de Noviembre	Los Baños San Joaquin Merced	1er Paso 2do Paso 3er Paso
4-18-22	Bienvenidos Buena Voluntad Hispano	Fresno Avenal Kerman	4to Paso 5to Paso 6to Paso
4-14-22	Latinos Siempre Unidos Nueva Vida	Madena Fresno Huron	7mo Paso 8vo Paso 9no Paso
4-15-22	Vuelte a la Vida Grupo Gratiud La Verdad	Chowchilla Dos Palos Pattler	10mo Paso 11vo Paso 12vo Paso
4-16-22	Nueva Luz Un Dia a la Vez Solo Dios Transmuciendo	Fresno Sultana Kingsburg	1ra Tradicion 2da Tradicion 3ra Tradicion
4-17-22	Preciud Solo por Hoy Luz de Angel	Madera Fresno Selma	4ra Tradicion 5ra Tradicion 6ra Tradicion
4-18-22	Estamos Conigo Mexico La Busqueda	Fresno Madera Fresno	7ma Tradicion 8va Tradicion 9na Tradicion
4-19-22	Una Oportunidad Una Esperanza Nacimiento Latino Americano	Redley Sanger Fresno	10ma Tradicion 11va Tradicion 12na Tradicion
4-20-22	Humildes Miflago Bienvenida	Visalia Fresno Carnhers	1er Capitulo 5to Capitulo 2do Capitulo
4-21-22	Oficina Integral Deseo de Vivir Nueva Vida	Fresno Hanford Los Baños	Sus Funciones Porque Me quede en A.A 5to Capitulo
4-22-22	Bienvenidos Distrito Puerta Al Paraiso	Chroy Fresno San Jose	Romper Con El Orgullo 5to Concepto Romper Con La Sabertbia
4-23-22	TABLA DEL ALCOHOLISMO Fe y Accion Libertad El Tiempo Lo Dir.	Porterville Fresno Selma	Valor Para Cambiar
4-25-22	Hay Una Solucion Renacer Nueva Familia	Castine Fresno Lindsay	Principios Espirituales
4-26-22	Puente de Comprension y Amor Gratiud Fe Y Esperanza	Orange Cove Fresno Poplar	Dolor de Crecimiento
4-27-22	Nuevo Despertar La Montaña Amor y Servicio	Fresno Fresno Lindsay	Apachenmucano
4-28-22	Mananial 3 Legados 3 de septiembre Vive y Deja Vivir	3 Piedras Fresno Modesto Mendota	Las Doce Promess Juana Pro- Aniversario

El Grupo de Alcoholicos Anonimos
Vive y Deja Vivir de Mendota, CA
se complace en invitarlo a usted y a
su apreciable familia a la
celebracion de su 44 aniversario
con una reunion de informacion al
publico el 30 de abril del 2022 en
el Rojas Pierce Park de Mendota,
CA

Programacion

Recibimiento..... 12:00 - 1:00 pm
Comida..... 1:00 - 3:00 pm
Oradores..... 3:00 - 6:00 pm
Pastel..... 6:00 pm - 7:00 pm
Baile..... 7:00 pm - 11:00 pm

Temas

1. Reseña del Grupo..... JOSE L.
2. experiencia del nuevo.... ALICIA Q.
3. POR QUE ME QUEDA EN AL ANON... AMPARO M.
4. CAPITULO 11 ... FERNANDO C - SAN JOSE, CA
5. PASO 11 ... JOSE - SULTANA, CA



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.
- 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 Prence Park parking lot and park of smoot

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: N/A

ADDRESS (STREET AND CITY): _____

TELEPHONE NO.: _____

4. DATE: March 16, 22 - Dec 31, 2022 TIME: 3:30 - 11:00pm

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 and restrooms, Smoot St. Sorenson

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.

Remate - Fundraiser for nonprofit.

7. Number of persons expected to attend the function or event. Approx 350-400

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, train, dunk tank, pony rides sales of: Food items
have hold items, vitamins, clothing new and used.
Special services. Misc. 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, 1709 7th St, Mendota, CA 93640

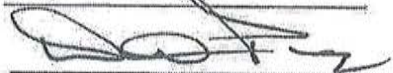
16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand are, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, 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: 1-13-2022

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: 1-13-22



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:

Rojas - Pierce 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): [REDACTED]

TELEPHONE NO.: [REDACTED]

4. DATE: June 2, 2022 - June 5 TIME: 6:00 Pm 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).

Rojas Pierce Park - Pavillion - Snack-bar - baseball diamond Lights

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.

Thursday - D.I. food booth, Carnival rides - Friday live band
Food booth, Carnival rides - Saturday - food booth Live bands, Carnival
Sunday - food booth - live bands, Carnival rides

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 Z\$. 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 Recreation

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: 2-3-2002

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: 2-3-2022

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: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400		CONTACT NAME: Kimberlee Aten, CISR PHONE (A/C, No, Ext): 913 432-4400 E-MAIL ADDRESS: kimberlee.aten@hwins.com FAX (A/C, No):	
INSURED Paul Maurer dba Paul Maurer Shows 16081 Warren Ln Huntington Beach, CA 92649		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company (CHUBB) NAIC # 22667 INSURER B: Star Insurance Company 18023 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

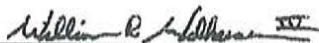
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			G20496496	02/05/2021	02/05/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			H08133268	02/05/2021	02/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XCPN05010755	02/05/2021	02/05/2022	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0568554	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:
 Paul Maurer, Sole Proprietor

Additional insured: Mendota Youth Recreation, Inc., 667 Quince Street, Mendota, CA 93640 its Employees & (See Attached Descriptions)

CERTIFICATE HOLDER Mendota Youth Recreation, Inc. 667 Quince Street Mendota, CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Volunteers; City of Mendota, CA. its Elected Officials & Employees; County of Fresno, CA. its Elected Officials & Employees.

Event Name: Mendota Youth Recreation "Harvest Festival"

Dates: June 1 - 7, 2022

Location of event: Rojas-Pierce Park, 200 Sorensen Ave., Mendota, CA 93640



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:

7th St. Empty lot corner of 7th + Riofrio

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) [REDACTED]

TELEPHONE NO.: [REDACTED]

4. DATE: 12-17-2022 TIME: 12:00 noon to 9:00 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).

Annual Christmas Parade on 7th Street

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.

Parade Starting @ 5:00pm to 9:00pm

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 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

[REDACTED]

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.

12:00 noon DJ food booth
5:00pm closing 7th Street for parade

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.
Members of the community 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: [Signature] DATE: 8-3-2022

I, Sergio Valde, 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: 2-3-2022

Sergio Valde
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:

Rojas Pierce Pierce 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): [REDACTED]

TELEPHONE NO.: [REDACTED]

4. DATE: 10-29-2022 TIME: 1:00 to 4:00 Pm

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

Pavillion - Snack Bar - 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.

Red Ribbon Celebration

7. Number of persons expected to attend the function or event. 250

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.

N/A

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

N/A

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.

Annual Red Ribbon Celebration w/ D.I Halloween
costume contest, cake walk, trunk or treat contest

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: 2-3-2022

I, Sergio Valdes, 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: 2-3-2022

Sergio Valdes
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: _____



1. This application is for the use of the following facility:
Rojas Park Mendota, CA
2. The organization, individual, business or entity applying for the use permit:
Teens That Care (50c3 nonprofit)
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: Brenda Kurtz
ADDRESS (STREET AND CITY): [REDACTED]
TELEPHONE NO.: [REDACTED]
4. DATE: April 2, 2022 TIME: 9am - 3pm
5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).
The 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.
A citywide free event - Bicycle Rodeo
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: 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.

Cones, pop-up tents chalk, bikes, scooters, microphone, music, food give away, focus on health and wellness

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. Free event

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.
A 100% free event

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. only parking lot

17. I, Brenda Kurtz 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 Teens That Care (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: Bruett DATE: 2/15/2022

I, Brenda Kurtz, 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: 2/15/2022

B Kurtz
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: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

SEP 30 2019

Date:

TEENS THAT CARE
C/O DOROTHY TOROSIAN
1668 E WALLINGTON LN
FRESNO, CA 93730-3596

Employer Identification Number:
83-1562165
DLN:
26053668001939
Contact Person: ID# 31954
CUSTOMER SERVICE
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
May 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 16, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

TEENS THAT CARE

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Livesay & Associates Insurance 755 N Peach Ave Suite C2		CONTACT NAME: DOUGLAS LIVESAY	
		PHONE (A/C, No, Ext): (559) 221-1800	FAX (A/C, No): (866) 522-4617
		E-MAIL ADDRESS: LIVESAY-INSURANCE@SBCGLOBAL.NET	
Clovis CA 93611		INSURER(S) AFFORDING COVERAGE	
		INSURER A: WESTERN WORLD INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED TEEN'S THAT CARE, INC 1668 E WALLINGTON LANE FRESNO CA 93730		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y		NPP8777485	08/09/2021	08/09/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The City of Mendota, CA Rojas Park 350 Sorensen Ave. Mendota CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Livesay & Associates Insurance 755 N Peach Ave Suite C2 Clovis CA 93611		CONTACT NAME: DOUGLAS LIVESAY PHONE (A/C, No, Ext): (559) 221-1600 FAX (A/C, No): (866) 522-4617 E-MAIL ADDRESS: LIVESAY-INSURANCE@SBCGLOBAL.NET	
INSURED TEEN'S THAT CARE, INC 1668 E WALLINGTON LANE FRESNO CA 93730		INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN WORLD INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

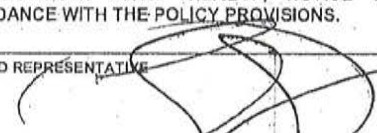
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	NPP8777485	08/09/2021	08/09/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Rojas Park 350 Sorensen Ave. Mendota CA 93640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2018

Open to Public Inspection

A For the 2018 Calendar year, or tax year beginning 2018-06-01 and ending 2019-05-31

B Check if available

Terminated for Business

Gross receipts are normally \$50,000 or less

C Name of Organization: TEENS THAT CARE INC

1668 E WALLINGTON LN,

FRESNO, CA, US, 93730

D Employee Identification

Number 83-1562165

E Website:

WWW.TEENSTHATCARE.COM

F Name of Principal Officer: DOROTHY TOROSIAN

1668 E WALLINGTON LN,

Fresno, CA, US, 93730

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

**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 EXCLUSIVE USE PERMIT
APPLICATIONS FOR CITY FACILITIES
FOR 2022**

RESOLUTION NO. 22-15

WHEREAS, as of February 25, 2022, six (6) Facility Use applications were submitted to City staff for the exclusive use of a City facility for an event or a reoccurring event that will be of benefit to the community; and

WHEREAS, the 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 one Community Event or Street Fair permit waived in a given calendar year and each additional permit in the same calendar year thereafter will receive a 50% discount; and

WHEREAS, the applicant organizations must comply with the Mendota Municipal Code and Administrative Policy - City Participation in Community Events, attached hereto as Exhibit "C", which states the City shall host the events listed on the policy; and

WHEREAS, the applicant organizations must comply with local and State health guidelines and emergency orders in place; and

WHEREAS, the City Council has reviewed the applications and considered all conditions, which are stated in Exhibit "A", attached hereto and made part hereof by this reference, and has independently determined that the requested City facility uses 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 with the conditions provided on Exhibit "A" for the use of a City facility for an event or a reoccurring event in 2022.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the aforementioned applicant organizations are required to submit any required documentation for full approval two weeks before the first use of the 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 8th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR 2022**

	DATE/TIME	TOTAL # OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
1	March 16, 2022 - December 31, 2022 Wednesdays 3:30 P.M. - 11:00 P.M.	42 Events	Open Market (Wednesdays)	Rojas-Pierce Park Parking Lot, Restrooms & Smoot Street & Sorensen Avenue	Westside Youth Inc.	Westside Youth Inc. Shall: Provide liability insurance Provide a detailed itinerary Provide portable restrooms Clean property Contract police services Contract trash services Obtain an Entertainment Encroachment Permit for event Not encroach on sidewalks or driveways Comply with all local and state health requirements (COVID) The City of Mendota Shall: Require all vendors to obtain a monthly Business License Fees: Encroachment Permit- \$3,150.00 (\$75.00 x 42 day= \$3,150.00) Deposits: None	Fees Waived: \$1,612.50 Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (Exhibit B)	\$1,537.50
2	April 2, 2022 9:00 A.M. - 3:00 P.M.	1 Event	Bicycle Rodeo & Food Giveaway	Rojas-Pierce Park Parking Lot	Teens that Care (Non-Profit Organization)	Teens that Care Shall: Provide proof of liability insurance Clean facility Pick-up key (4/1/2022) Return key (4/3/2022) Fees: None Deposits:\$150.00 Key Deposit: \$50.00	Fees Waived: \$0 Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (Exhibit B)	\$200.00
3	April 30, 2022 9:00 A.M. - 11:00 P.M.	1 Event	Anniversary	Rojas-Pierce Park (Pavilion, Concession Stand & Parking Lot)	Alcoholicos Anonimous	Alcoholics Anonymous Shall: Provide proof of liability insurance Clean facility Pick-up key (4/29/2022) Return key (5/1/2022) Fees: None Deposits:\$150.00 Key Deposit: \$50.00	Fees Waived: \$0 Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (Exhibit B)	\$200.00
4	June 2, 2022- June 5, 2022 Thursday-Sunday 6:00 P.M. - 12:00 A.M.	4 Events	Annual Harvest Festival Carnival	Rojas-Pierce Park (Whole Park Area)	Mendota Youth Recreation	Mendota Youth Recreation Shall: Provide a detailed itinerary Clean facility and property Contract police services Contract trash services Obtain a Noise Permit Pick-up key (6/1/2022) Return key (6/7/2022) **Organization 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 Mendota Youth Recreation shall obtain any and all appropriate permits as required by the State Alcoholic Beverage Control. Comply with all local and state health requirements (COVID) The City of Mendota Shall: Require carnival operator and vendors to obtain a Business License Fees: Rojas-Pierce Park & Pavilion Rental: \$1,420.00 (\$350.00 x 4 days= \$1,400) Noise Permit: \$20.00 (\$5 x 4 days= \$20.00) Deposits: Concession Stand Cleaning Deposit: \$150.00 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300.00 Key Deposit: \$50.00	Fees Waived: \$1,420.00 Administrative Policy: City Participation in Community Events (Exhibit C)	\$500.00

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR 2022**

5	October 29, 2022 1:00 P.M. - 4:00 P.M.	1 Event	Red Ribbon Trunk & Treat	Rojas-Pierce Park (Pavilion, Concession Stand & Parking Lot)	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Provide a detailed itinerary Clean facility and property Contract police services Obtain a Noise Permit Pick-up key (10/28/2022) Return key (10/30/2022) Comply with all local and state health requirements (COVID)</p> <p>The City of Mendota Shall: Require vendors to obtain a Business License</p> <p>Fees: Concession Stand Rental: \$175.00 (1 day) Rojas-Pierce Park & Pavilion Rental: \$350.00 (1 day) Noise Permit: \$5.00 (1 day)</p> <p>Deposits: Concession Stand Cleaning Deposit: \$150.00 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300.00 Key Deposit: \$50.00</p>	<p>Fees Waived: \$530</p> <p>Administrative Policy: City Participation in Community Events (Exhibit C)</p>	\$500.00
6	December 17, 2022 12:00 P.M. - 9:00 P.M. Parade Starting at 5:00 P.M-9:00 P.M	1 Event	Annual Christmas Parade - Food Court	City Streets (7th St, 6th St, Pucheu St, Tule St and property on corner of 7th and Riofrio)	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Provide a detailed itinerary Clean property Contract police services Contract trash services Obtain a Noise Permit Obtain an Encroachment Permit Comply with all local and state health requirements (COVID)</p> <p>The City of Mendota Shall: Require vendors to obtain a Business License</p> <p>Fees: Noise Permit: \$5 (\$5.00 x 1 day= \$5.00) Encroachment Permit- \$37.50 (\$75.00 x 1 day= \$75.00/2 = \$37.50)</p> <p>Deposits: None</p>	<p>Fees Waived: \$42.50</p> <p>Administrative Policy: City Participation in Community Events (Exhibit C)</p>	\$0.00
TOTAL:							\$2,937.50	

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.

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

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ADOPTION OF RESOLUTION CONTRACTING FINAL DESIGN, SURVEYING, BIDDING & CONSTRUCTION SERVICES FOR THE CITY OF MENDOTA’S PROP 68 UFGP FUNDED STORMWATER IMPROVEMENT PROJECT
DATE: MARCH 8, 2022

ISSUE

Shall the City Council adopt Resolution No. 22-16, approving a contract with Provost & Pritchard Consulting Group to provide final design, surveying, bidding and construction services for the City of Mendota’s Proposition 68 UFGP funded Stormwater Improvement Project?

BACKGROUND

In an ongoing attempt to obtain funding for a project to mitigate the flooding that occurs on Naples Street in the general vicinity of 5th Street to 10th Street, the City submitted a proposal for the City of Mendota’s Stormwater Improvement Project (“Project”) during the State of California Natural Resources Agency’s Urban Flood Protection Grant Program call for projects, funded by Proposition 68 (“Prop 68”).

The Project, which has been developed during the Proposition 1 (“Prop 1”) Technical Assistance (“TA”) efforts provided by the team led by the Council for Watershed Health, includes the removal and replacement of the undersized and critically damaged storm drain system from 8th Street southeasterly past 10th Street to an existing ditch on the Gonzalez tow yard with a properly sized storm drain system to a new extended dry detention basin just upstream of the existing ditch.

The Prop 68 Urban Flood Protection Grant Program focus is on multiple benefit stormwater projects with an emphasis on flood management and does not require a financial match for a Disadvantaged Community.

The City was successful in their pursuit and on November 23, 2021 they entered into a funding agreement with the California Natural Resources Agency (Agreement Number UF8804-0).

ANALYSIS

The project must be in compliance with CEQA and a Notice of Exemption will be filled before the final construction documents are ready for bid advertisement. This project will provide long-awaited improvements to storm water management and flood control on Naples Street.

FISCAL IMPACT

The grant agreement will reimburse the City for up to \$4,208,699.00 for the services to implement the project in accordance with the agreement. This funding will fully reimburse the City for the services outlined in the proposal provided by Provost & Pritchard Consulting Group and will also provide for construction of the improvements.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-16, approving a contract with Provost & Pritchard Consulting Group to provide final design, surveying, bidding and construction services for the City of Mendota's Proposition 68 UFGP funded Stormwater Improvement Project.

Attachment(s):

1. Resolution No. 22-16
2. Proposal from Provost & Pritchard Consulting Group
3. Consultant Services Agreement

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A CONTRACT WITH PROVOST & PRITCHARD
CONSULTING GROUP TO PROVIDE FINAL
DESIGN, SURVEYING, BIDDING, AND
CONSTRUCTION SERVICES FOR THE CITY
OF MENDOTA'S PROPOSITION 68 UFGP
FUNDED STORMWATER IMPROVEMENT
PROJECT**

RESOLUTION NO. 22-16

WHEREAS, the California Natural Resources Agency ("CNRA") has been delegated the responsibility by the Legislature of the State of California for the administration of the Urban Flood Protection Grant Program ("UFGP") funded by voter-approved Proposition 68; and

WHEREAS, the City of Mendota ("City") submitted a grant application to fund the City of Mendota Stormwater Improvement Project ("Project"); and

WHEREAS, the City's application was successful and, on November 23, 2021 the City entered into a Grant Agreement with the CNRA (Agreement Number UF8804-0) providing \$4,208,699.00 to the City to fund the implementation of the Project; and

WHEREAS, the grant application guidelines require compliance with the California Environmental Quality Act ("CEQA") and filing of the CEQA document must be completed prior to advertisement of bids for construction of the Project; and

WHEREAS, the City Engineer, Provost & Pritchard Consulting Group, submitted a proposal to provide final design, surveying, bidding & construction services to complete the Project; and

WHEREAS, the City Council has determined that the City Engineer, Provost & Pritchard Consulting Group, is the firm most qualified to provide the necessary consulting services for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that Provost & Pritchard Consulting Group be retained and contracted to provide the scope of services pursuant to their proposal dated March 2, 2022, and the Exhibits attached hereto.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the necessary agreements and ancillary documents thereto to effect this arrangement with Provost & Pritchard Consulting Group.

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 8th day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

March 2, 2022

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

Subject: Final Design, Surveying, Bidding & Construction Services for the Prop 68 UFGP funded City of Mendota Stormwater Improvement Project, Mendota, California

Dear Cristian:

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

Project Understanding

In an ongoing attempt to obtain funding for a project to mitigate the flooding that occurs on Naples Street in the general vicinity of 5th Street to 10th Street, the City submitted a proposal for the City of Mendota Stormwater Improvement Project ("Project") during the State of California Natural Resources Agency's Urban Flood Protection Grant Program (UFGP) call for projects, funded by Proposition 68 (Prop 68).

The Project, which has been developed during the Proposition 1 (Prop 1) Technical Assistance (TA) efforts provided by the team led by the Council for Watershed Health, includes the removal and replacement of the undersized and critically damaged storm drain system from 8th Street southeasterly past 10th Street to an existing ditch on the Gonzalez tow yard with a properly sized storm drain system to a new extended dry detention basin just upstream of the existing ditch.

The Prop 68 Urban Flood Protection Grant Program focus is on multiple benefit stormwater projects with an emphasis on flood management and does not require a financial match for a Disadvantaged Community. The City was successful in their pursuit and has been awarded funding to finalize the design, obtain the necessary easements and property and construct the improvements.

Scope of Services

Our proposed scope of work for this proposal is segregated into several phases which align with the Project Elements in the Grant Agreement, described below.

Phase 1.0: Direct Project Management & Administration

This phase will include on-going project management for the duration of the project, including a project kick-off meeting, regular monthly progress meetings with the City. Provost & Pritchard

(P&P) will also provide the required reporting and invoicing to the California Natural Resources Agency (CNRA).

Deliverables include:

- Meeting minutes
- Invoices to CNRA (assumed quarterly through bidding and then monthly during construction)

Phase 2.0: Education & Public Outreach

This phase will include coordination with the City Clerk to provide information in the City's monthly newsletter and website to inform the public of the project. P&P will also coordinate one Community Education and Outreach event near the end of the project construction.

Deliverables include:

- Information for newsletters and website content
- Coordination of one community event

Phase 3.1: Supplemental Testing & Survey

This phase will include topographic field surveys to supplement and update the base mapping of the projects limits. P&P will also reach out to utility providers to update the mapping of their facilities. P&P will enlist the services of a geotechnical engineering subconsultant to provide pavement design recommendations for Naples Street and percolation rates of the in-situ soils near the proposed basin bottom and other design recommendations relative to the project scope of work.

Deliverables include:

- Project geotechnical report

Phase 3.2: Environmental Documents

This phase will include preparation of a Notice of Exemption (NOE) under CEQA pursuant to Section 15302 of the CEQA Guidelines (Replacement or Reconstruction)

Deliverables include:

- Notice of Exemption filed with the State Clearinghouse

Phase 3.3: Final Construction Documents

This phase will include preparation of final construction documents including plans, specifications and engineer's opinion of probable cost of construction (EOPCC) based on recent bid results. The current 65% design plan set (15 sheets total) will be updated and finalized to be ready for bid advertisement and construction and project specifications including "front end" sections and technical specifications will be prepared.

Deliverables include:

- 90% submittal of construction documents
- 100% submittal of construction documents

Phase 3.4: Easement and Land Conveyance

This phase will include coordination and documentation necessary for the conveyance of land and the dedication of a Storm Drain easement from S. Stamoules, Inc. P&P will obtain Preliminary Title Reports for each parcel and prepare legal descriptions and map exhibits for the easement dedication and the two land conveyances. P&P will coordinate with the City Attorney and representatives from S. Stamoules Inc. to prepare the Grant Deed documents and submit these documents to the Fresno County Recorder.

Deliverables include:

- Easement legal description & map exhibit over APN 013-152-26S
- Legal description & map exhibits for conveyance of land from APN 013-162-19S and APN 013-152-26S
- Evidence of recordation from the Fresno County Recorder

It is assumed that the City Attorney will invoice the City directly for their services in preparing the grant deed documents for the easement and land conveyances.

Phase 3.5: PG&E Electrical Service

This phase will include preparing an application for a new electrical service to PG&E to provide power for the lift station and irrigation controls at the new basin. P&P will coordinate with PG&E during the application process to the delivery of power to the site.

Deliverables include:

- Application to PG&E

It is assumed that the City will pay any application or service fees directly to PG&E.

Phase 3.6: Bidding

This phase will include placing an advertisement requesting bids in the Fresno Business Journal and local builder's exchanges. P&P will coordinate and run a pre-bid conference; respond to bidders' request for information (assumed four); provide one (1) addendum; run the bid opening at City Hall; analyze the bids; and provide a recommendation for award of the construction contract.

Deliverables include:

- Bid canvas (analysis of bids)
- Recommendation of award of contract

Phase 4.1: Construction Management and Administration

This phase will include coordination and review of contracts and insurance; coordination of a preconstruction meeting; running weekly progress meetings; reviewing submittals (20 assumed); reviewing and responding to contractor's request for information (RFI)(20 assumed); reviewing and coordinating up to four contract change orders; reviewing and coordination of pay requests;

preparing a punchlist; preparing record drawings from the contractor's markups; and project closeout.

Deliverables include:

- Meeting minutes
- Construction files
- Operation & Maintenance manuals (provided by contractor)

It is assumed that construction will last seven (7) months.

Phase 4.2: Staking and Observation

This phase will include on-site observation on a part-time basis (an average of 24 hours per week for the seven (7) month duration of construction.) P&P will also provide construction staking as requested by the Contractor (six (6) trips are included)

Deliverables include:

- Daily reports from on-site representative and photos

Additional trips for restaking where original stakes were destroyed will be charged to the contractor.

Phase 4.3: Testing

This phase will include compaction testing of the aggregate base in the road and trench backfill over the storm drain and one concrete compressive strength test of the basin overflow concrete by a geotechnical subconsultant. The electrical engineer will also test pump start-up.

Deliverables include:

- Test results

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this project for the total fixed fee shown in the table below. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

Proposed Fee	
Phase	Fixed Fee
Phase 1.0 Direct Project Management & Administration	\$112,000
Phase 2.0 Education & Public Outreach	\$5,500
Phase 3.1 Supplemental Testing & Survey	\$34,000
Phase 3.2 Environmental Documents	\$2,500
Phase 3.3 Final Construction Documents	\$67,500
Phase 3.4 Easement & Land Conveyance	\$33,500
Phase 3.5 PG&E Electrical Service	\$14,500
Phase 3.6 Bidding	\$10,500
Phase 4.1 Construction Management & Administration	\$80,000
Phase 4.2 Staking & Observation	\$150,000
Phase 4.3 Testing	\$20,000
Total Fixed Fee:	\$530,000

Schedule

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we will follow the project schedule in the Grant Agreement which includes preparing the CEQA NOE by June 2022, the Construction Documents by November 2022, completing construction by December 2023 and final reporting and invoicing to the State by March 2024.

Assumptions

- This proposal is based on the Prop 68 UFGP application materials and the Grant Agreement dated November 23, 2021 (Agreement Number UF8804-0)
- Utility potholing is not included in this scope of work, but can be included as an additional cost if required.
- An encroachment permit from Caltrans will not be necessary.
- A Stormwater Pollution Prevention Plan (SWPPP), if required, will be prepared and implemented by the contractor.

- If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.

Terms and Conditions

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

Sincerely Yours,
Provost & Pritchard Consulting Group



Michael Osborn, RCE 66022
Senior Engineer/Project Manager



Jeff Dorn, RCE 76749
Director of Operations

Terms and Conditions Accepted

By Cristian Gonzalez

Signature

Cristian Gonzalez

Printed Name

City Manager

Title

Date



286 W. Cromwell Avenue
 Fresno, CA 93711-6162
 (559)449-2700
 FAX (559)449-2715
www.ppeng.com

CONSULTANT SERVICES AGREEMENT

CSA No:

Client	<u>City of Mendota</u>	Proposal No.	<u></u>
Attention	<u>Cristian Gonzalez</u>	Telephone	<u>(559) 655-3291 x105</u>
Bill To	<u>City of Mendota</u>	Fax	<u>(559) 655-4064</u>
Billing Address	<u>643 Quince Street</u>	E-Mail	<u>cristian@cityofmendota.com</u>
City, Zip Code	<u>Mendota, CA 93640</u>		
Project Title	<u>Final Design, Bidding & Construction Services for the Prop 68 UFPGP funded City of Mendota Stormwater Improvement Project</u>	Location	<u>Mendota, CA</u>

Description of Services:

See Proposal titled "Final Design, Surveying, Bidding & Construction Services for the Prop 68 UFPGP funded City of Mendota Stormwater Improvement Project, Mendota, California" dated March 1, 2022.

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

TERMS AND CONDITIONS

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

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

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only

so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

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

LIMITATIONS

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

INDEMNIFICATION

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

FINANCIAL

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

LIMITATION OF LIABILITY

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

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-

condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

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

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

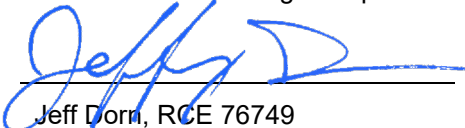
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim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

OTHER

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

the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client	<u>City of Mendota</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By 
Name/Title	<u>Cristian Gonzalez, City Manager</u>	Name/Title <u>Jeff Dorn, RCE 76749 Director of Operations</u>
Date Signed	_____	Date Signed <u>3/2/2022</u>

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GOAL SETTING FOR FISCAL YEAR 2022-2023 BUDGET
DATE: MARCH 08, 2022

ISSUE

Shall the City Council provide additional goals to be included in 2022-2023 fiscal year budget draft?

BACKGROUND

Every year the City Council provides guidance to staff on specific goals that they desire to have included in the budget. While the end to the current pandemic seems near, this year’s budget process will still be somewhat abnormal. Staff will be proposing a conservative budget draft to the Council again this year, with the hopes to be able to conduct a mid-year, or quarter-year amendment, as funds come in. It will be considered a fluid budget, that can change with the current conditions of the economy.

ANALYSIS

As part of the budget process, the Council provides staff with guidance on goals/projects for the upcoming fiscal year, which begins in July. Below is a chart with the goals that were established in 2021. While many goals will carry over into the 22-23 fiscal year, some will not.

	Goal	Team	Comment	Continued in FY 22/23
1	Restoration of the General Fund Reserve	All	Fund has NOT been restored to 1.3 million. It is currently at 950,000.	X
2	Develop/Identify funding for Rojas-Pierce soccer field expansion, along with an additional baseball diamond and direction on how to plan for the utilization of the remaining City land and the additional 4 acres being donated by Westlands Water District	All	Phase I is complete with the addition of a new soccer field and baseball diamond. Phase II will require at least 1.1 million, but there are County CDBG funds and Program Income that we plan to use towards the project. Construction is expected to take place in August 2023.	X

3	Staff investigate the possibility of attracting a marijuana cultivation facility	All	Canna-hub facility has new and promising ownership. Their building has new operators that are conducting the tenant improvements to their suites to become operational soon. The City sold two developers a total of 60 acres of City owned land. They planted their first crops but had a down year. A dispensary application has been approved; construction is near completion with an expected grand opening day of April 1 st .	X
4	Roundabout for the Intersection of Highway 33 and Highway 180	All	Goal changed to round-about last year. Caltrans along with the Public Safety Committee and staff are working with the fire department to design an acceptable roundabout to construct soon. We received a grant to fund the gap in funding to move forward with the project.	X
5	Transfer Dispatch Services	All	We just changed to the Fresno County Sheriff's office this month.	
6	Continue to focus economic development efforts on Bass/Derrick	All	Car dealership owner purchased land in the area to construct a new dealership. A local investor is interested in constructing a mixed-use development with residential and commercial.	X
7	Expand/improve the City's water system	All	Various projects are being contemplated, including a backwash recycling project at the water plant, a new booster system and a new well site.	X
8	Funding to relocate City Well due to Bureau project	All	City received additional fund from Bureau to relocate the well.	X
9	Find funding to reconstruct or repair the Mowry Bridge that suspends the City's water main line	All	Construction is complete and the overage in construction costs have been reimbursed to the City. 6 million-dollar project.	

10	Explore a plan to fund a combined City Hall/PD Building	All	Budget for a combined building increased from a 7.5-million-dollar project to a 10.5-million-dollar project. Due to increase, Council directed staff to fully develop a bid package to go to bid for a new Police Station with a new council chambers /multipurpose room. Project expected to go out to bid in 6-8 months.	X
11	New automated water meters	All	3-million-dollar grant was awarded. New meter installation began this year (2022) and will continue for several months.	X
12	Roundabout for Bass and Barboza	All	Construction is complete	
13	Roundabout island sculpture/landscaping	All	Pending funding and direction from Council	X
14	Railroad crossing improvements at 3 crossings	All	Design and engineering are complete. Construction to begin in summer of 2022	X
15	Banners for Veterans	All	Finalizing the program. Banners expected to be installed in May/June 2022	X
16	Prop. 1 Storm Water Grant (Naples)	All	Grant awarded to City for 3.8 million dollars to install a new storm drain line on Naples to address flooding on Naples and Oller.	X
17	Grants for Parks (Prop 68)	All	Our application for a community center was not awarded on the first or second round. The City is applying for the third round of funding for a community center, with an updated application.	X
18	Create a recreation department	All	There has been ongoing talks about providing more organized recreational activities with the new park extension. This would be managed by the City and directed by the Recreation Committee and the ultimately the City Council. Pending funding and direction.	X

19	Additional lighting throughout town	All	The entire City has updated efficient lighting, but the spacing and placement of lights in many areas are not up to current standards. Ideally a study to identify those dark areas should be done, then an implementation plan.	X
20	New housing, with larger homes	All	Progress was being made on a 70-acre subdivision that would include approximately 280 new homes but then the developer pulled out. Since then, he has returned, and talks are ongoing.	X
21	Shade structures and benches at Lozano Park	All	Pending funding and direction.	X
22	New welcome signs, with a third new sign on HWY 33 south of Belmont.	All	Pending funding and direction	X
23	Revitalize Pool Park	All	Pending funding and direction. First step is to agree on a design concept that can then be reviewed per CEQA requirements to position the City to get funds or use general fund dollars to begin renovation.	X
24	Tax Measure	All	Propose a special measure tax that would provide funding for all needed areas, public safety, parks, and streets.	X

FISCAL IMPACT

The fiscal impact will depend on goals and priorities determined by the Council.

RECOMMENDATION

Staff recommends that the City Council provide direction on existing and new goals, in priority order, to allow staff to provide a proposed draft budget at a future City Council meeting.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: MARCH 8, 2022

GRANTS UPDATE

- **America Rescue Plan Act of 2021 State Local Fiscal Recovery Funds Subrecipient** – Staff will be submitting two applications to the County of Fresno for American Rescue Plan Act of 2021 State Local Fiscal Recovery Funds Subrecipient Program. There will be approximately \$37.3 million of America Rescue Plan Act funding allocated for this program. Based on the County Board of Supervisors, this program funding needs to fall under four general categories such as A. Supporting public health response/addressing negative economic impacts; B. Providing premium pay for essential workers; C. Replacing public sector revenue loss, subject to certain limitations; and D. Investment in water and sewer infrastructure, and broadband infrastructure. The City will be applying for funding for public safety and water storage. Applications are due March 9, 2022.
- **Senator Anna Caballero Budget Request for 2022 District 12 Budget** – The City submitted a budget request for the 2022 District 12 Budget for funding for the Mendota Police Department building and Mendota City Council Chambers. The Office of Senator Anna Caballero requested (1-2) projects. Staff added the Mendota Community Center Project that was submitted for the Proposition 68 – Statewide Parks Program. Funding for this budget request is not guaranteed. However, if approved the funding will be administered through the California Natural Resources Agency.
- **County of Fresno, Urban Community Development Block Grant Program for Eligible Activities to Support Coronavirus and Other Infectious Disease Response (CDBG-CV)** – Staff submitted the City’s intention to allocate the remaining funds from the “Mendota Internet Connectivity, Project No. 19741-CV” and the new CDBG-CV funding to the Rojas-Pierce Park Expansion Project. This will be presented to the Board of Supervisors for approval in April 2022.
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **Arrearages Grant Program for Water & Wastewater** – Staff is preparing the adjustments to the utility account holders for water credits only. The City has received the funding allocation from this grant program for water only. Staff will be submitting an application for the wastewater grant funding in April 2022.
- **Wonderful Community Grants** – The Mendota Community Corporation (MCC) received a \$2,000 grant from the Wonderful Community Grants. There is no specific requirement tied to funding.

- **Adelante Mendota (Prop. 64)** – Our Community Service Officers, Lieutenant Rodriguez, and City staff attended a meeting with a group of high school to discuss activities they are interested in about learning or discussing for the Adelante Mendota program. The youth engaged with ideas to start this year’s activities. One of the requested topics was engineering. Michael Osborn will be our guest speaker on Tuesday, September 6, 2022. We will be meeting on Monday, March 7, at the AMOR Wellness Facility.
- **Recreation Trails Program** – Staff had a meeting with Townsend Public Affairs’ Alex Gibbs to discuss a project for the Recreation Trails Program. However, after talking with Alex and Michael Osborn about the project cost and the total available amount of competitive grant funding, it was determined that it would not be feasible to apply since our project cost would be the total amount of grant funding available for program. We will be transferring our services requested to another grant project to be determined at a later date.

In – Progress Grants:

- **Rojas-Pierce Park Expansion Project** – County of Fresno, Urban Community Development Block Grant (CDBG) Program
- **Rojas-Pierce Park Expansion Project** – Per Capita Program
- **COPS Hiring Program** – Department of Justice

Attachment(s):

1. Grants Spreadsheet

Grant Name	Application Due Date	Award Date	Agency: Federal/State/County/ Private	Pass-thru	Matching	Award Amount	Purpose of Grant	Notes
T-Mobile	3/30/2022	6/30/2022	Private	N	N	\$ 50,000.00	Christmas Decorations & Pool Park amenities	
CalRecycle SB 1383 Grant	2/1/2022	TBD	State	N	N	\$ 20,000.00	Implementation program for SB 1383. Staff will conduct educational presentations, site visits, and enforcement activities.	
Clean California Local Grant Program	2/1/2022	3/1/2022	State	N	N	\$ 5,000,000.00	(4) Projects: 1-Pocket Park at Bass Avenue and 2nd Street; 2-Art Sculpture at Bass Avenue Roundabout; 3-Trail to Pool Park; 4-Trails in Pool Park	
Outdoor Equity Grant Program	10/8/2021	3/1/2022	State	N	N	\$ 154,861.00	Outdoor activities in the community and traveling inside of California	
Office of Traffic Safety Grants	1/31/2021	3/1/2022	State	N	N	\$ 550,000.00	DUI Checkpoints with partnering cities in the Westside	Mendota will be the lead agency
CA WA & WWA Arrearages Payment	12/6/2021	TBD	State	N	N	\$ 70,743.47	Financial assistance for customers' accounts 60 days+ for water/wastewater only	
Small Community Drought Relief Program	TBD	TBD	State	N	N	TBD	Water Storage Tank	
Wonderful Community Grants	8/31/2021	9/30/2021	Private	N	N	\$ 50,000.00	(30) Rental Assistance (Continuing) (135) Utility Assistance (100) Dental Care	
Tire-Derived Product Grant	6/1/2021	8/31/2021	State	N	N	\$ 149,995.02	Install rubber mulch at (7) project sites citywide for landscape purposes	
New Alternative Fuel Vehicle Purchase	TBD	TBD	Local	N	N	Up to \$20,000 per vehicle	Purchase (2) electric "Zero" motorcycles for the Police Department and (3) vehicles for Public Works & Public Utilities	
Statewide Park Development and Community Revitalization Program (SPP)	3/12/2021	August/September	State	N	N	Maximum \$8,500,000	1) Community Center - Rojas-Pierce Park; 2) Fitness Court - Veterans Park; 3) Renovation - Pool Park	
Proposition 64 Public Health and Safety Grant Program	1/29/2021	5/1/2021	State	N	N	\$452,509.75	(2) Community Resource Officers, (2) Administrative Assistants, (1) K-9, (1) vehicle	Partnership with City of Fresno (Lead Applicant), Fresno EOC, The Boys & Girls Clubs of Fresno County
Good Neighbor Citizenship Company Grants	10/31/2020	4/30/2021	Private	N	N	\$ 198,825.00	Pocket Park at Bass Avenue and I Street	
CARES County of Fresno	10/1/2020	12/31/2021	County	N	N	\$ 229,732.87	COVID-19 relief funds: Non-profit organizations: Message Trailers: Overtime	
Coronavirus Relief Funds (CRF)	10/1/2020	7/1/2020	State	N	N	\$ 154,512.00	Expenditures incurred for COVID-19 - Use funds for Police Department MDT's	
FEMA 4482-DR-CA	TBD	TBD	State	N	Y	TBD	Expenditures incurred for COVID-19	25% match
CDGB -Coronavirus and Other	TBD	7/1/2020	County	N	N	\$ 104,796.00	Fire Department Equipment & Broadband Assistance for Mendota Residents	
Wonderful Community Grants	8/31/2020	9/15/2020	Private	N	N	\$ 50,000.00	COVID-19 relief funds	Mendota Community Corporation Administering
Tobacco Grant Program	8/7/2020	TBD	State	N	N	TBD	Add new tobacco language to our municipal code for enforcement: overtime for educational awareness to local vendors.	
California Aid to Airports Program	7/9/2020	3/31/2021	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport	
Community Facilities Grant	7/1/2020	8/1/2020	Federal	N	Y	\$ 50,000.00	Purchase (2) Police Ford Explorers, upfit and equipment. This grant is in conjunction with the New Alternative Fuel Vehicle Purchase Grant.	USDA
New Alternative Fuel Vehicle Purchase	6/22/2020	10/31/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Police Ford Explorer and (1) Ford F-250 Truck	
CARES Act Airport Grant	6/18/2020	TBD	Federal	N	N	\$ 1,000.00	Reimburse operational and maintenance expenses or debt service payments for the William Robert Johnston Municipal Airport	
Urban Flood Protection Grant Program	6/15/2020	TBD	State	N	N	\$ 4,500,000.00	Removal and replacement of undersized and critically damaged storm drain from 8th Street southeasterly past 10th Street to an existing ditch.	
COPS Hiring Program	3/11/2020	10/1/2020	Federal	N	Y	\$ 125,000.00	Hire (1) Full-time Police Officer for 3 years.	25% match
Office of Traffic Safety Grants	1/30/2020	10/1/2020	State	N	N	\$ 81,527.00	DUI Saturations, Traffic Enforcements, Car Seat Installation/Giveaway Event, Emergency Medical Services for the Fire Department	We received 2/3 grants applied. Car Seat Installation was not approved.
Fresno COG 2019-2020 CMAQ	1/1/2020	5/1/2020	Federal	Y	Y	\$ 458,304.00	Alley Paving Project for 7U & 7U1 (near Unida/Belmont/Derrick) and about 1/3 of the alleys on the eastside.	11.47% match
SB 2 Planning Grant Program	12/20/2019	6/1/2020	State	N	N	up to \$160,000	Update planning documents and processes of housing approvals/production	
New Alternative Fuel Vehicle Purchase	12/20/2019	6/1/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Public Works/Utilities Trades Vehicle & (2) Police Explorers Interceptors Vehicles	(2) Police Explorers Vehicles to be paid with funding from USDA
Beverage Container Recycling City/County Payment Program	12/17/2019	2/28/2020	State	N	N	\$ 5,000.00	Billboard Advertisement and Radio Advertisement to promote beverage container recycling	If you don't expend the full \$5,000.00, you must repay CalRecycle.
Automatic Meter Read Construction		10/21/2019	State	N	Y	\$ 3,074,561.00	Install City-wide Automatic Meter Reading Meters	Grant Component \$2,724,912.00
Access to Historical Records: Archival Projects	10/3/2019	7/1/2020	Federal	N	Y	\$ 95,907.00	Digitize public records and make freely available online	
National Fitness Campaign 2020	8/1/2019	10/1/2020	Private	N	Y	\$ 30,000.00	Outdoor Fitness Court	If the City wishes to pursue this grant, we would need to match \$100,000.00.
Urban Community Development Block	7/31/2019	7/1/2020	County	N	N	\$ 575,222.00	Phase II Rojas-Pierce Park Expansion Project	For Fiscal Years 2019/2020; 2020/2021 & 2021/2022
California Aid to Airports Program	7/31/2019	10/31/2019	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport	
Urban County Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 6,969.92	Rojas-Pierce Park Expansion	One-time basis
Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 177,952.00	Rojas-Pierce Park Expansion	One-time basis

Key: Applied for Grants

- In process
- Approved
- Denied
- Closed

Memorandum

To: City Council via Cristian Gonzalez, City Manager

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

Subject: City Engineer's Report to City Council

Date: March 3, 2022

Engineering Projects:

1. Rojas Pierce Park:
 - Working with staff for sponsorship opportunities
 - Phase 2 expansion project in progress with construction in Fall 2022
 - Working with contractor to address concrete issues
2. Well 10 and Water Main Relocation
 - On hold; pending coordination with USBR and BB Limited
3. Mendota Meter Reading Project
 - Construction is in progress with Waterboard funding
 - Will continue through August 2022
4. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad and Caltrans
5. MJHS Safe Routes to School Project
 - Project is out to bid; Construction in Spring 2022
6. 2022 Local Street Reconstruction Project
 - SB1 funded: Design is underway; Construction in Summer 2022
7. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction

Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
 - Finalizing CEQA document and preparing for circulation and PC hearing
2. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
3. CES Mendota
 - No update
4. Regional Housing Needs Allocation
 - Participating in Fresno COG meetings regarding the initial steps of the 6th Cycle Housing Element preparation
 - COG is now investigating the possibility of convening a second multijurisdictional Housing Element effort like the 5th Cycle document
5. Gonzalez Towing
 - Investigating Williamson Act cancellation requirements.

6. New City Hall & Police Station
 - Initiated Phase 1 Environmental Site Assessment
7. Safe Routes to School Master Plan
 - Initial kick-off meetings being scheduled this month, ATP funded
8. Escalante Apartments
 - Looking at GPA and rezone for small multifamily project at 7th and Juanita for Juan Escalante

Grant Applications:

1. Mendota Stormwater Improvement Project
 - Prop 68 Urban Flood Protection Grant Program
 - Full funding of \$4.2 million AWARDED; grant agreement completed final design to start this month
2. Derrick & Oller Roundabout:
 - CMAQ Competitive Regional Bid application submitted to FCOG to fill \$1,798,457 funding gap in project; funding AWARDED & coordinating with FCOG and Caltrans to start project; Construction FY 22/23
3. 5th Street & Quince Street Reconstruction:
 - STBG competitive regional bid application submitted to FCOG for \$706,251 to fund construction; funding AWARDED; Construction FY 23/24

On-going (this month):

1. Representation of the City at FCOG TTC and MLRSP stakeholder meetings
2. Discussion of road projects with Caltrans
3. Assistance to Finance Director for grant opportunities
4. Assistance to Public Utilities Director for upgrades to facilities
5. Investigating feasibility of new municipal well within City limits

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

- Engineers: 9
- Planners: 1
- Surveyors: 2
- Environmental Specialist: 1
- GIS/CAD Specialists: 2
- Construction Manager: 0
- Project Administrator: 2

Abbreviations:

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

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