



CITY OF MENDOTA

"Cantaloupe Center Of The World"

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
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 14, 2023

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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATIONS

1. City Council to recognize the AMOR Wellness Center for its continued service to the community.
2. Fresno Regional Workforce Development Board and Workforce Connection to present information on the services that the organization provides.

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 28, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. FEBRUARY 28, 2023 THROUGH MARCH 8, 2023
WARRANT LIST CHECK NOS. 52948 THROUGH 53013
TOTAL FOR COUNCIL APPROVAL = \$455,862.37
2. Proposed adoption of **Resolution No. 23-12**, directing staff to proceed with the purchase of a cap and cable assembly replacements from MuniQuip, LLC for the Lozano Lift Station.
3. Proposed adoption of **Resolution No. 23-13**, approving an amendment to the agreement with the Superior Court of California, County of Fresno, for the provision of Available Court Connection and Electronic Support Services.
4. Proposed adoption of **Resolution No. 23-14**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Land Surveying & Engineering Services for the 5th & Quince Street Reconstruction Project and authorizing the City Manager to execute all necessary documents.
5. Proposed adoption of **Resolution No. 23-15**, conditionally approving Exclusive Facility Use Permit Applications submitted by organizations for the exclusive use of City of Mendota facilities for 2023.
6. Proposed adoption of **Resolution No. 23-16**, approving an amendment to the employment contract of the City Manager.
7. Proposed adoption of **Resolution No. 23-17**, authorizing the City Manager to purchase two vehicles for the Public Works Department in an amount not to exceed \$120,000.00 plus taxes and fees and execute all documents necessary to effectuate the purchases.

8. Proposed adoption of **Resolution No. 23-18**, ratifying and extending the Proclamation of Local Emergency issued by the Director of Emergency Services on March 9, 2023, to address rain and flooding throughout the City.

BUSINESS

1. Council discussion and consideration of **Resolution No. 23-19**, confirming its intention to approve an amendment to the contract between the Board of Administration, California Public Employees' Retirement System and the City of Mendota; and **Ordinance No. 23-01**, authorizing an amendment to the contract between the Board of Administration, California Public Employees' Retirement System and the City of Mendota.
 - a. *Receive report from Director of Administrative Services Lekumberry*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor opens the floor to receive any comment from the public*
 - d. *Council provides input and considers Resolution No. 23-19 for adoption*
 - e. *Council considers introduction and waiver of the first reading of Ordinance No. 23-01 and sets a public hearing for March 28, 2023*
2. Council discussion and consideration of potential solutions to the perceived proliferation of illegal food vending operations throughout the City.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council takes action as appropriate*
3. Council discussion and consideration of **Resolution No. 23-20** establishing the fee schedule for the use of the William Robert Johnston Municipal Airport.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provides input and considers Resolution No. 23-20 for adoption*
4. Council discussion and consideration of its participation and attendance at various external events.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council takes action 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

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 14, 2023, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, March 10, 2023, at 6:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

February 28, 2023

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

Roll Call

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

Council Members Absent: Councilor Joseph Riofrio

Flag salute led by Mayor Pro Tem Lopez

Invocation led by Police Chaplain Robert Salinas

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 Alonso; unanimously approved (4 ayes, absent: Riofrio).

PRESENTATIONS

1. Fresno County Economic Development Corporation to present information on the services the organization provides.

Mayor Martinez introduced the item and Sherry Neil, Darian Galindo, Tiffany Louk, Spencer Bremer, Mai See Vang, and Will Oliver with Fresno County Economic Development Corporation (“EDC”) presented information on services provided by their organization.

Discussion was held on the presentation given by Fresno County EDC.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Ofelia Ochoa – stated she is happy that new businesses in the City have been beneficial to residents; stated that she gathered signatures to be given to either State Senator Anna Caballero, Fresno County Supervisor Brian Pacheco, or Assembly Member Esmeralda Soria in the hopes of obtaining a stop light at Highways 180 and 33 near Burger King; and thanked staff for their work with the all-inclusive playground at Rojas-Pierce Park.

Discussion was held on the comments made by Ms. Ochoa; on traffic issues near the schools; the roundabout project at the intersection of Highways 180 and 33 near Burger King; the need to educate community members on how to properly use roundabouts; the gravity of the homelessness issue in the City; and on the upcoming Town Hall meeting planned for late March/early April.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the special and regular City Council meetings of February 14, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Riofrio).

CONSENT CALENDAR

1. FEBRUARY 15, 2023 THROUGH FEBRUARY 21, 2023
WARRANT LIST CHECK NOS. 52896 THROUGH 52947
TOTAL FOR COUNCIL APPROVAL = \$619,162.78
2. Proposed adoption of **Resolution No. 23-10**, supporting and urging the approval and funding of the grant application submitted by the City of Huron to the California Public Utilities Commission for a Local Agency Technical Assistance Grant.

A motion was made by Councilor Rosales to approve items 1 through 2, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Riofrio).

BUSINESS

1. Council discussion and consideration of its participation and attendance at various external events.

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

Discussion was held on the report provided by City Clerk Cabrera-Garcia, including the possibility of the City Council as a whole providing direction regarding which items are

addressed at external events; the importance of the City Council Members who attend events reporting back to the entire City Council on their experience; which City Council Members would attend which events; and on the issue of trash being illegally dumped in the City.

City Council consensus was reached to direct staff to conduct additional research for the item for discussion at a future City Council meeting.

2. Council discussion and consideration of the status of the William Robert Johnston Municipal Airport.

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

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

Mayor Martinez opened the floor to receive any public comments.

Ofelia Ochoa stated that the City Council should obtain community input on what should be done with the William Robert Johnston Municipal Airport (the "Airport").

Discussion was held on the comments made by Ms. Ochoa and on possible uses for the Airport.

Mayor Martinez closed the floor to public comments.

A motion was made by Councilor Rosales to provide direction to staff to look for alternative uses for the William Robert Johnston Municipal Airport and inform the Caltrans Aeronautics Division that the Airport will not be repaired, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Riofrio).

3. Council discussion and consideration of **Resolution No. 23-11**, approving a pilot teleconferencing participation program for members of the public to enable greater access to public meetings.

Mayor Martinez introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the report provided by Assistant City Attorney Castro, and the requirements for City Council members to participate remotely and the possibility of live streaming City Council meetings, including possible streaming platforms.

A motion was made by Councilor Rosales to direct staff to research and implement a YouTube channel to live stream City Council meetings, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Riofrio).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Smith provided the monthly report for the Animal Control department.

Discussion was held on the report provided by Chief Smith, including the poor condition of the dog pound.

Mayor Pro Tem Lopez left the Council Chambers and returned at 7:41 p.m.

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

Discussion was held on the report provided by Chief Smith.

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

Discussion was held on the report provided by Chief Smith; the importance of public safety in the City, including the need to increase participation in the Public Safety Subcommittee meetings and gun issues being faced by the Community.

2. City Attorney
 - a) Update

Assistant City Attorney Castro provided an update on the upcoming AB 1234 Ethics Training.

3. City Manager
 - a) Update

City Manager Gonzalez provided an update on the upcoming Pool Park Subcommittee meetings, and the joint meeting with Mendota Unified School District (“MUSD”) Board of Trustees.

Discussion was held on the update provided by City Manager Gonzalez; items to be discussed at the joint meeting with MUSD, including public safety items and their active shooter protocol; issues with the Casa de Rosa apartments; issue of multiple renters in households; sidewalk vendors in the City; the City’s citation system and the need to revisit fees for illegal trash dumping; animal control issues; and food sale fundraisers held by community members.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Alonso thanked everyone for their attendance at the Mendota Police Station Groundbreaking Ceremony; thanked City staff for their work; announced that he was elected to be a Delegate for the California Democratic Party; and thanked Congressman John Duarte for flying a United States flag at the United States Capital in his honor.

Mayor Pro Tem Lopez commented on the arrest of a community member; the upcoming Town Hall meeting and the possibility of holding it March 29th from 6 p.m. – 8 p.m.; requested that Chief Smith remind his officers not to text while driving; commented on the AMOR Wellness Gala event, including the possibility of City representatives attending; mental health workshops being held at the AMOR Wellness Center; and an upcoming Central Valley Leadership meeting.

Discussion was held on the comments made by Mayor Pro Tem Lopez.

Councilor Rosales commented on Congressman John Duarte and the progress being made at City parks.

2. Mayor

Mayor Martinez commented on a meeting that he recently had with State Senator Anna Caballero; an upcoming meeting with Fresno County Supervisor Brian Pacheco; progress being made on projects throughout the City; and thanked everyone for their work.

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to subdivision (b) of Government Code section 54957
Title: City Manager

At 8:49 p.m. the Council moved into closed session.

At 9:32 p.m. the Council reconvened in open session and Assistant City Attorney Castro stated that in regard to item 1 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 9:32 p.m. by Mayor Martinez, seconded by Councilor Alonso; unanimously approved (4 ayes, absent: Riofrio).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
02/28/2023 - 03/08/2023
CK# 52948 - 53013

Check Date	Check Number	Check Amount	Vendor Name	Cash Account	Invoice Description
February 28, 2023	52948	\$ 43.19	ACE TROPHY SHOP	GENERAL	(2) NAME PLATES (PLANNING COMMITTEE)
February 28, 2023	52949	\$ 26,797.95	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR MARCH 2023
February 28, 2023	52950	\$ 44.48	AGRI VALLEY IRRIGATION, INC.	SEWER	(15) GASKET RINGS WWTP
February 28, 2023	52951	\$ 324.00	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 01/17/23, WW WEEKLY GRAB SAMPLE BOD, TDS 01/24/23
February 28, 2023	52952	\$ 1,954.01	CORBIN WILLITS SYS INC.	GENERAL	CURT PROJECT 005781 ADDING 2 NEW BILLING CODES, ENHANCEMENT AND SERVICE FEES JANUARY 2023 MOMS
February 28, 2023	52953	\$ 8,236.50	STANTEC CONSULTING SERV.	SEWER	GROUNDWATER SAMPLING&REPORTING 3RD&4TH QTR REPORT
February 28, 2023	52954	\$ 1,207.58	EINERSON'S PREPRESS	WATER, SEWER, REFUSE	10,000 UTILITY BILLING PAPER
February 28, 2023	525955	\$ 33,287.65	ENGIE SERVICES U.S. INC.	WATER, SEWER	YEAR 2 MV, OM FEES SOLAR MAY 2022- APRIL 2023, COM EMERGENCY PV REPAIR PERIOD 5/1/22-4/30/23
February 28, 2023	52956	\$ 1,874.68	HACH COMPANY	WATER	KIT, CL17 PRE-ASSY MAINTENANCE, FIELD SERVICE, &TRAVEL
February 28, 2023	52957	\$ 776.25	ICAD INC.	WATER	PRISON SITE SERVICE WORK AND TRAVEL
February 28, 2023	52958	\$ 215.95	JAM SERVICES, INC	STREETS	(1) SOLAR PANEL KIT FOR CROSSWALK 2ND & I ST
February 28, 2023	52959	\$ 58.85	JORGENSEN & COMPANY	GENERAL, SEWER, STREETS	(36) GLASSES LI COMET, (14) GLASSES LI SILVER
February 28, 2023	52960	\$ 287.02	MENDOTA 1 SMOG	WATER, SEWER	2012 FORD PICKUP- SMOG INSPECTION, 2016 FORD- F250: LICENSE PLATE BULB HOLDER, WIRE
February 28, 2023	52961	\$ 90,014.76	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES JANUARY 2023
February 28, 2023	52962	\$ 220.84	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	(1)SPROCKET RUBBER, (1)WHEEL RUBBER- SWEEPER
February 28, 2023	52963	\$ 1,304.08	OFFICE DEPOT	GENERAL, WATER, SEWER	(1)CARDSTOCK PAPER, (3) WALL CALENDAR 2-SIDED, (1) PRINTER HP M610D
February 28, 2023	52964	\$ 310.00	RED WING BUSINESS ADVANTAGE AC	WATER, SEWER	(2) BOOT REPLACEMENT PER MOU (J.SALOMON, A. GONZALEZ)
February 28, 2023	52965	\$ 3,065.00	RRM DESIGN GROUP	GENERAL, WATER, SEWER	MENDOTA POLICE STATION CONSTRUCTION DOC- 02/17/23
February 28, 2023	52966	\$ 1,994.39	SIGNMAX	GENERAL	(20) 8X8 MENDOTA 80TH SQUAD CARD DECALS, (4) 30X30 STOP AHEAD SIGN, (4) 18X6 ALL WAY SIGN
February 28, 2023	52967	\$ 2,124.53	Dept. 32 2002513996	GENERAL, WATER, STREETS	(4) FLOOD LIGHTS, RUG, (4) 48" 16W DIM LED, (5) WOOD DIGGING SHOVES PD GROUNDBREAKING
February 28, 2023	52968	\$ 200.00	UNITED HEALTH CENTERS	GENERAL	(1) PRE-EMPLOYMENT PHYSICAL EXAM
February 28, 2023	25969	\$ 145.62	UNIFIRST CORPORATION	GENERAL, WATER, SEWER	(3) MATS, (3) BOWL CLIPS, WET MOP, DRY MOP & (100) TERRY CLOTHS
March 1, 2023	52970	\$ 120,209.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 02/13/23-02/26/23
March 3, 2023	52971	\$ 262.15	ALERT-0-LITE	STREETS, GENERAL	RAPID CONCRETE PAIL HYDRAULIC (5) STREETS & PARKS
March 3, 2023	52972	\$ 1,411.02	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES - 1/12/23-2/11/23
March 3, 2023	52973	\$ 169.20	MUNICIPAL MAINTENANCE EQUIPMEN	STREETS	(2) CONVEYOR SIDE DEFLECTOR, (1) CONVEYOR DRAG SKIRT
March 3, 2023	52974	\$ 1,288.19	OFFICE DEPOT	GENERAL, WATER, SEWER	(1) TONER 147A BLACK, (1) FILE CABINET FRONT OFFICE, (2) BRIGHT WHITE #65, OFFICE SUPPLIES: PAPER, WRITING PADS, PENS
March 3, 2023	52975	\$ 25,653.80	PG&E	GENERAL, WATER, SEWER, STREET	CITYWIDE UTILITIES 01/07/23-02/06/23
March 3, 2023	52976	\$ 4,500.00	PROVOST & PRITCHARD	GENERAL, SEWER, WATER	CITY ENGINEERING- RETAINER JANUARY 2023
March 3, 2023	52977	\$ 341.22	R.G. EQUIPMENT COMPANY	GENERAL	(6) BLADES, (4) TRIMMER LINE SPOOL

CITY OF MENDOTA
CASH DISBURSEMENTS
02/28/2023 - 03/08/2023
CK# 52948 - 53013

March 3, 2023	52978	\$ 1,656.47	SIGNMAX	STREETS	(10) SQUARE POST 10FT, (10) SQUARE POST 30 IN. ANCHOR (10) 30" HIP STOP SIGN RESHEET FOR STREETS
March 3, 2023	52979	\$ 287.37	TRIANGLE ROCK PRODUCTS,LLC	STREETS	ST 3/8 CM SC3000 AGG&ASPHALT QTY:3.02 POTHOLES
March 3, 2023	52980	\$ 81.23	NORMA DIAZ	WATER	MO CUSTOMER REFUND FOR DIA0025
March 3, 2023	52981	\$ 85.90	MEDARDO ORELLANA	WATER	MO CUSTOMER REFUND FOR ORE0027
March 7, 2023	52982	\$ 2,146.00	A-1 NATIONAL FENCE	GENERAL	COMPLETION OF ROJAS PIERCE PARK SOCCERFIELD FENCE
March 7, 2023	52983	\$ 267.29	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICES 03/13/23 - 04/12/23 CITY HALL & DMV
March 7, 2023	52984	\$ 137.90	ALERT-0-LITE	STREETS	(1) 250' WG UF CABLE STREET LIGHTS
March 7, 2023	52985	\$ 503.75	ARAMARK	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICES FOR 02/02/23, 02/09/23, 02/16/23, 02/23/23
March 7, 2023	52986	\$ 14.03	AUTOZONE, INC.	GENERAL	(1)CABIN AIR FILTER (PD)
March 7, 2023	52987	\$ 450.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PRE-EMPLOYMENT PSYCHOLOGICAL S YAGITOUBI (PD)
March 7, 2023	52988	\$ 542.47	CALIFORNIA BUSINESS MACHINES	GENERAL,WATER,SEWER	COPIER CONTRACT SERV. BASE- MARCH 2023, USAGE FEB 23
March 7, 2023	52989	\$ 259.31	CAMCO	GENERAL	(1) SPOT SPRAYER 25 GAL
March 7, 2023	52990	\$ 342.80	CHEMSEARCH	SEWER	CHERRY FLOW 5 GL FEBRUARY 2022 (LOZANO LIFT STATION)
March 7, 2023	52991	\$ 61.30	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR FEBRUARY 2023
March 7, 2023	52992	\$ 1,123.61	EINERSON'S PREPRESS	GENERAL, WATER,SEWER	12,000 LEFT HAND WINDOW ENVELOPES #10 BLK INK& SH
March 7, 2023	52993	\$ 45.75	EMPLOYEE RELATIONS	WATER, SEWER	(1) COPY OF REPORT, (1) CREDIT REPORT,(1) EDUCATION
March 7, 2023	52994	\$ 243.33	FASTSIGNS	GENERAL	(2) 30"x60" POLE BANNERS HONORING VETERANS W/PHOTOS
March 7, 2023	52995	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS SERV FEBRUARY 2023
March 7, 2023	52996	\$ 678.75	ICAD INC.	WATER	SERVICE AGREEMENT 25802, AND TRAVEL
March 7, 2023	52997	\$ 560.09	JON'S FLAGS & POLES INC	GENERAL	(2) 3X5 MARINE CORPS OUTDOOR FLAG, (3) 5X8 CA FLAG
March 7, 2023	52998	\$ 5,981.83	SIMPLOT GROWER SOLUTIONS	GENERAL, SEWER	(25) GAL ENVY, (120) OZS TREEVIX, (30) GAL ENVY (50) OZS TREEVIX
March 7, 2023	52999	\$ 163.65	LEAGUE OF CALIFORNIA CITIES	GENERAL	MEMBERSHIP DUES FOR CALENDAR YEAR 2023
March 7, 2023	53000	\$ 302.98	LEAF	GENERAL,WATER,SEWER	(2) KYROCERA COPIER LEASE PAYMENT 03/15/2023
March 7, 2023	53001	\$ 6,163.47	LIGHTHOUSE ELECTRICAL INC	SEWER, WATER	SERVICE AGREEMENTS, 6741,6715,6716,7179
March 7, 2023	53002	\$ 5,400.00	PATRICIA LYONS	GENERAL,WATER,SEWER	TRANSLATING & INTERPRETING SERVICES FOR 2/01/23 - 2/01/24
March 7, 2023	53003	\$ 1,003.27	METRO UNIFORM	GENERAL	(1) RAZOR BODY ARMOR- J.GURROLA
March 7, 2023	53004	\$ 184.46	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	(2) LED UTILITY LAMP PAR 36 REPLACE
March 7, 2023	53005	\$ 2,033.77	NORTHSTAR CHEMICAL	WATER	(643) GAL SODIUM HYPOCHLORITE- 12.5% MIL A
March 7, 2023	53006	\$ 3,958.07	PLATT ELETRIC SUPPLY	STREETS	(16) IMT LED SPECIFIER GRADE, (3) LFU FUSEHOLDER, (3) LEBAAK FUSEHOLDER, (1) BELT, (3) ATA ORMF10L4K
March 7, 2023	53007	\$ 68,888.23	PROVOST & PRITCHARD	GENERAL,WATER,SEWER	PROF SERV JANUARY- 2020 HOUSING ELEMENT PROG REPORT, CONSTRUCTION WELL 10, ROJAS PARK IMPROVEMENTS.
March 7, 2023	53008	\$ 290.00	SAN JOAQUIN VALLEY AIR	WATER,SEWER	23/24 ANNUAL PERMIT TO OP- DIESEL- FIRED STANDBY GENERATOR

CITY OF MENDOTA
 CASH DISBURSEMENTS
 02/28/2023 - 03/08/2023
 CK# 52948 - 53013

March 7, 2023	53009	\$ 21,945.00	SIERRA DISPLAY, INC.	GENERAL	60% DEPOSIT FOR CHRISTMAS DECORATIONS
March 7, 2023	53010	\$ 535.00	TECH MASTER PEST CONTROL	GENERAL,WATER,SEWER	PEST CONTROL SERVICE FOR DIV. BLDG, PUBLIC WORKS, PD, DOG POUND, WWT OFFICE ROJAS PARK, 02/28/23
March 7, 2023	53011	\$ 8.21	THARP'S FARM SUPPLY	GENERAL	TRACTOR #46- (1) CYLINDER PIN
March 7, 2023	53012	\$ 611.44	TRIANGLE ROCK PRODUCTS,LLC	STREETS, WATER	(2) 3/4IN CL 2 BASE, AGG&ASPHALT QTY:16.27 & 16.61
March 7, 2023	53013	\$ 79.73	VALLEY FARM SUPPLY STORES INC.	GENERAL, STREETS	(2) STIHL CHAIN LOOP (1) STIHL CHAIN

\$ 455,862.37

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
VIA: JERONIMO ANGEL, CHIEF PLANT OPERATOR
SUBJECT: DIRECTING STAFF TO PROCEED WITH THE PURCHASE OF A CAP AND CABLE ASSEMBLY REPLACEMENTS FROM MUNIQUIP, LLC FOR THE LOZANO LIFT STATION
DATE: MARCH 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-12, directing staff to proceed with the purchase of a cap and cable assembly replacements from MuniQuip, LLC for the Lozano Lift Station?

BACKGROUND

The City of Mendota (the “City”) maintains its Lozano Lift Station (“LLS”) that pumps raw sewage into the City’s forced sewer main which then transfers raw sewage to the City’s Waste Water Treatment Plant. Certain power control equipment of the LLS has deteriorated to a point where the equipment’s control wires exposed and pose a significant threat to the existing control panel of the LLS.

ANALYSIS

Certain power control equipment of the LLS has deteriorated to a point where the equipment’s control wires exposed and pose a significant threat to the existing control panel of the LLS. If the LLS were to fail as a result of the condition of the failing power control equipment, there is a high possibility that the failure would result in raw sewage overflowing at the LLS and pose a threat to the public and environment.

Staff has obtained a quote from MuniQuip, LLC for the replacement of the necessary equipment for the LLS, and for a spare part to maintain on hand should the issue arise again. The total cost for the replacement and the spare parts is \$4,856.21. The equipment is a proprietary product and is only made and sold by MuniQuip, LLC. Funding has not been previously allocated for the equipment, but due to the emergency nature of the situation, staff requests that the City Council authorize the funding from the Sewer Fund to cover the costs of the equipment.

FISCAL IMPACT

The total fiscal impact would be \$4,856.21 from the Sewer Fund.

RECOMMENDATION

Staff recommends that the City Council to adopt Resolution No. 23-12, directing staff to proceed with the purchase of a cap and cable assembly replacements from MuniQuip, LLC for the Lozano Lift Station.

Attachment(s):

1. Quote submitted by MuniQuip, LLC



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



DATE: March 03, 2023
TO: City of Mendota
ATTN: Jerry
RE: Lozono LS – Cap Cable Replacement

QUOTE #MQ23-101227 R1

Dear Rich,

We are pleased to offer the following items for your consideration:

ITEM	PART NO.	DESCRIPTION	QTY	UNIT PRICE	LINE AMOUNT
1	24218-1275081	Cap and Cable assembly- 2 CABLES, 1 POWER 7X2.5MM2+4X0.75MM2, 1 CONTROL 4X1.5MM2, 82 FEET	2	\$2,133.00	\$4,266.00
SUBTOTAL					\$4,266.00
TAX (7.975%)					\$340.21
Freight (Est.)					\$250.00
TOTAL USD					\$4,856.21

*operas
Item is
12-16 weeks
Out due
to supply
chain shortage*

NOTES:

Lead time 2-3 weeks
Freight is F.O.B. factory.
Quotation is valid for 60 days.

This proposal is subject to the attached MuniQuip Terms & Conditions and/or the Terms and Conditions of the individual companies MuniQuip has quoted.

Best Regards,

MuniQuip, LLC

Taylor Hansell

Project Manager

209-489-0073

Thansell@muniquipllc.com



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



TERMS AND CONDITIONS

1. Acceptance of this Order is final only upon written approval by MuniQuip, L.L.C. ("MQ").
2. The total sale price, as set forth on the first page hereof, including all tax, is payable by Purchaser as follows: One-Hundred percent (100%) within 30 days of notice of availability for shipment by the manufacturer. Any amount not paid when due shall bear interest at the rate of 18% *per annum*. Purchaser agrees to pay reasonable attorney's fees and all collection costs incurred by MQ if payment is not timely received. All payments by Purchaser shall be made without offset or deduction.
3. All prices are FOB source shipping point. MQ is not responsible for any loss during transit. Breakage or shortage claims arising from shipments shall be made by the Purchaser directly against the carrier. Purchaser will accept shipment within five (5) days of notice of availability from MQ.
4. Purchaser understands and acknowledges that the Equipment is not manufactured by MQ, and that MQ offers no representations or warranties of any kind or nature with respect to the Equipment. **SPECIFICALLY, MQ DOES NOT OFFER ANY EXPRESS OR IMPLIED WARRANTY OF DESCRIPTION, TITLE, OR CONDITION OF LIEN OR SECURITY INTERESTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** The only warranties with respect to the Equipment shall be those offered by the manufacturer, if any. The sole obligation of MQ shall be to assist Purchaser in connection with the presentation of any warranty claim to the Manufacturer. If applicable, MQ will assign all manufacturers' warranties to Purchaser or end user. Purchaser shall be responsible for all costs and labor for installation and start-up assistance of the Equipment.
5. MQ shall not be responsible for any loss, claim or damages resulting from any force majeure, including but not limited to strikes, accidents, unavailability of labor or materials, acts of God, weather conditions, inability of carrier to deliver, legislative, administrative, or executive law, order or requisition of any governmental entity, or any event not under the direct control of MQ. Any delay in delivery from the Manufacturer caused by a force majeure or action or inaction of the Manufacturer or carrier shall not be the responsibility of MQ.
6. In no event shall MQ be responsible for any liquidated, consequential or special damages arising from breach of this Agreement, any delay of delivery or any other cause.
7. Purchaser shall pay any sales, excise, or other government charge payable by MQ to federal, state or local authorities. Any such taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Purchaser agrees to reimburse MQ for any such tax or to provide MQ acceptable tax exemption certificates.
8. Purchaser may not cancel this Order without the prior written consent of MQ, and in any event Purchaser shall be responsible for all costs, charges and fees caused by such cancellation, including labor expended, material procured, and reasonable overhead expenses applicable thereto.

2024 Opportunity Drive # 130, Roseville, CA 95678, (916) 787-5641 office, (916) 787-5642 fax

www.muniquipllc.com



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



9. Any failure of MQ to insist upon the performance of any term or condition of this Agreement or any prior quotations, agreements, orders, and acceptances or orders related thereto shall not be deemed to be a waiver of such term, condition, or any other right in the future.
10. The provisions hereof shall apply to all addendums or changes hereto although not specifically set forth therein, all of these terms and conditions being considered to be additional terms and conditions to any such addendum or change.
11. Purchaser agrees to inspect the Equipment immediately upon delivery. Any claim for shortages must be made to MQ within ten (10) days after shipment or shall be deemed waived. Any other claim by Purchaser, other than warranty claims against the manufacturer, shall be made within thirty (30) days after receipt of shipment, and if not made, shall be waived.
12. Purchaser agrees to provide and maintain adequate insurance against loss of or damage to the Equipment until the purchase price to MQ has been fully paid. Any loss or damage to the Equipment after transfer of possession shall not relieve the Purchaser from obligations under this Agreement.
13. This Agreement represents the final and complete understanding of the parties with respect to all terms and conditions of the sale of Equipment as contemplated hereby, and there are no other representations, promises or agreements, whether written or oral, made in connection herewith. Purchaser specifically understands and acknowledges that no agent, employee or representative of MQ has the authority to or has made any other representation, promise or agreement except as specifically set forth in this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by both parties.
14. This Agreement shall be construed under the laws of the State of California, and any action arising hereunder shall be commenced in that state.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA DIRECTING
STAFF TO PROCEED WITH THE PURCHASE
OF A CAP AND CABLE ASSEMBLY
REPLACEMENTS FROM MUNIQUIP, LLC FOR
THE LOZANO LIFT STATION**

RESOLUTION NO. 23-12

WHEREAS, the City of Mendota (“City”) Lozano Lift Station (“LLS”) pumps raw sewage into the City’s forced sewer main, which transfers the raw sewage to the City’s Waste Water Treatment Plant (“WWTP”); and

WHEREAS, certain power control equipment for the LLS has deteriorated to a point where its control wires are exposed and it poses a significant threat to the existing control panel of the LLS; and

WHEREAS, this situation poses a threat to the public and environment because there is a high possibility that the failure would result in raw sewage overflowing at the LLS if the LLS were to fail as a result of the this failing power control equipment; and

WHEREAS, City staff have obtained a quote from MuniQuip, LLC, for the replacement of the necessary LLS equipment, and for a spare part to maintain on hand should this issue arise again; and

WHEREAS, the equipment is a proprietary product that is only made and sold by MuniQuip, LLC; and

WHEREAS, funding as not been previously allocated for this purchase, but given the emergency nature of this item, it is imperative that the equipment be acquired.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby directs City staff to proceed with purchasing the necessary cap and cable assembly replacements for the LLS from MuniQuip, LLC and authorizes the allocation of funding from the Sewer Fund to cover those costs.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO FOR THE PROVISION OF AVAILABLE COURT CONNECTION AND ELECTRONIC SUPPORT SERVICES
DATE: MARCH 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-13, approving an amendment to the agreement with the Superior Court of California, County of Fresno for the provision of Available Court Connection and Electronic Support Services?

BACKGROUND

In 2020, the City of Mendota (“City”) entered into an agreement with the Superior Court of California County of Fresno (“Court”) for the provision of Available Court Connection and Electronic Support Services (“ACCESS”). ACCESS allows the Court and the City to provide remote traffic court services to Mendota residents and those from surrounding communities every Tuesday from 8:30am-12pm (excluding holidays and Court closures). Through ACCESS, a City staff member facilitates the court proceedings at City Hall and Court staff provide assistance remotely. The Court compensates the City up to a certain amount for facilitating the services. Every year, since the adoption of the initial agreement, the City Council has considered and approved agreement amendments to extend the term of ACCESS.

ANALYSIS

The existing agreement will expire on June 30, 2023. The proposed agreement amendment extends the term of the contract to June 30, 2024.

FISCAL IMPACT

There will be a maximum amount of \$5,000 of revenue as a result of the City assisting with ACCESS.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-13, approving an amendment to the agreement with the Superior Court of California, County of Fresno for the provision of Available Court Connection and Electronic Support Services.

Attachment(s):

1. Resolution No. 23-13
2. Exhibit “A” - Agreement Amendment

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AMENDMENT TO THE AGREEMENT
WITH THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF FRESNO, FOR THE PROVISION
OF AVAILABLE COURT CONNECTION
AND ELECTRONIC SUPPORT SERVICES**

RESOLUTION NO. 23-13

WHEREAS, the City Council of the City of Mendota (“City”) entered into an agreement (the “Agreement”) for the provision of Available Court Connection and Electronic Support Services (“ACCESS”) with the Superior Court of California, County of Fresno (“Court”), effective January 1, 2020; and

WHEREAS, since the inception of ACCESS, the City Council has annually approved amendments to the Agreement to extend the term of the Court’s partnership with the City and

WHEREAS, the existing Agreement is scheduled to expire on June 30, 2023; and

WHEREAS, the Court desires to amend the agreement again to extend the term of the Agreement; and

WHEREAS, the City of Mendota’s residents and the community at large will be better served by the extension of the ACCESS agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota hereby approves the amendment to the ACCESS agreement with the Court in substantially the form presented as Exhibit “A” to this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Mendota hereby authorizes the City Manager to execute the amendment, and all other documentation necessary to effectuate the same, subject to such reasonable modifications, revisions, additions, and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

AGREEMENT NUMBER 10-2019-MEND-3



1. All capitalized terms have the meanings given to them in Agreement **10-2019-MEND-O**, between **City of Mendota** ("Contractor") and **Superior Court of California, County of Fresno** ("Court").

2. The Parties agree to Amend the Agreement as follows:

A. Contract cover page, Section 2 is deleted in its entirety and replaced with:

This Agreement becomes effective as of **January 1, 2020** (the "Effective Date") and expires on **June 30, 2024**.

3. All terms and conditions of the original Agreement remain in full force and effect.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
JBE'S NAME Superior Court of California, County of Fresno	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> City of Mendota
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Craig Downing, Assistant Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Cristian Gonzalez, City Manager
DATE	DATE
ADDRESS Accounts Payable 1100 Van Ness Avenue Fresno, CA 93724	ADDRESS City of Mendota 643 Quince Street Mendota, CA 93640

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE CONSULTANT SERVICES AGREEMENT AND PROPOSAL FROM PROVOST & PRITCHARD ENGINEERING GROUP, INC. FOR LAND SURVEYING & ENGINEERING SERVICES FOR THE 5TH & QUINCE STREET RECONSTRUCTION PROJECT AND AUTHORIZES THE CITY MANAGER TO EXECUTE
DATE: MARCH 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-14, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Land Surveying & Engineering Services for the 5th & Quince Street Reconstruction Project and authorizes the City Manager to execute all necessary documents?

BACKGROUND

The City of Mendota (the “City”) has been awarded \$767,753.00 in Surface Transportation Block Grant (“STBG”) funding for the construction of the 5th & Quince Street Reconstruction Project (the “Project”) which includes reconstructing the asphalt pavement from 5th Street from Quince to Derrick Ave (SR 33) and Quince Street from 5th Street to 6th Street.

ANALYSIS

5th Street is a Major Collector in the downtown core of the City that connects State Route 33/ Derrick Avenue to State Route 180/Oller Street. Along 5th Street is Our Lady of Guadalupe Church, Washington Elementary School, and residential housing. 5th Street pavement is in a failed condition (PCI of 11). The Project will reconstruct the asphalt pavement of 5th Street between Derrick Avenue and Quince Street utilizing full depth reclamation with cement treated base (FDR-C); this technique has been successfully utilized on 6th Street, 8th Street and, most recently, 5th Street between Quince Street and Oller Street. Concrete curb and gutter will be replaced to facilitate upgrades to curb ramps, valley gutters and drive approaches that are in poor condition or not compliant with current accessibility codes. The street will be restriped to include a two-way left turn lane and bike/parking lane to reduce travel lane widths and calm traffic. The project will improve the profile of 5th Street across Quince Street to significantly reduce the “dip” that is currently a hinderance to general vehicular traffic and first responders.

Quince Street connects 5th Street to 6th Street and is a perimeter street of Washington Elementary School. Quince Street pavement is also in a failed condition (PCI of 11). The asphalt pavement from 5th Street to 6th Street will also be reconstructed utilizing FDR-C. The curb and gutter will be replaced to facilitate upgrades to curb ramps and valley gutters.

This Project will continue the reconstruction of 5th Street that extended from Oller Street (SR 180) to Quince Street and which was completed in 2020.

FISCAL IMPACT

The total cost of the project is estimated to be \$1,275,000.00. The City was awarded \$797,753.00 in STBG funds for the construction contract (CON) costs of 5th Street. The City will utilize their STBG Lifeline for the 11.47% match of these STBG funds (\$91,502.00). The City will utilize other local transportation funding sources (primarily Gas Taxes) to pay for the cost of surveying, engineering, environmental clearances (PE/ROW); construction engineering and testing (CE); and the construction cost of Quince Street (CON) since Quince has a local functional classification and is therefore ineligible for Federal Funds (non-participating costs of construction contract.)

This project will not impact the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-XX, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Engineering Group, Inc. for Land Surveying & Engineering Services for the 5th & Quince Street Reconstruction Project and authorizes the City Manager to execute all necessary documents.

Attachment(s):

1. Resolution No. 23-14
2. Exhibit “A” – Consultant Services Agreement
3. Exhibit “B” - Proposal

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE CONSULTANT SERVICES AGREEMENT
AND PROPOSAL FROM PROVOST & PRITCHARD
ENGINEERING GROUP, INC. FOR LAND SURVEYING
& ENGINEERING SERVICES FOR THE 5th &
QUINCE STREET RECONSTRUCTION PROJECT
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL NECESSARY DOCUMENTS**

RESOLUTION NO. 23-14

WHEREAS, the City of Mendota (the “City”) has been awarded \$706,251.00 in competitive Surface Transportation Block Grant (“STBG”) funds and \$91,502.00 in STBG Lifeline funds for the construction of the 5th & Quince Street Reconstruction Project (the “Project”) which includes pavement reconstruction and upgrades to curb ramps, valley gutters, and alley approaches; and

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

WHEREAS, with City Council Resolution No. 19-84, the City has agreed to meet project deadlines under Assembly Bill 1012; and

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

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

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

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

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.

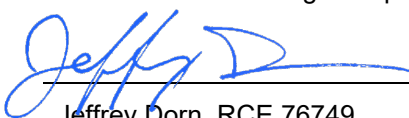
Client	<u>City of Mendota</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By 
Name/Title	<u>Cristian Gonzalez</u>	Name/Title <u>Jeffrey Dorn, RCE 76749 Director of Operations</u>
Date Signed	_____	Date Signed <u>3/7/2023</u>

EXHIBIT B

March 7, 2023

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

**Subject: Land Surveying & Engineering Services
5th & Quince Street Reconstruction Project**

Dear Cristian:

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

Project Understanding

It has been a long-term priority to reconstruct the remainder of 5th Street from Quince Street to Derrick Avenue since the completion of the reconstruction work from Oller Street (SR 180) to Quince Street in 2020. The 5th and Quince project will include the reconstruction of the following street segments:

- 5th Street from Quince Street to Derrick Ave (SR 33) (approximately 0.2 mile); and
- Quince Street from 5th Street to 6th Street (approximately 0.1 mile)

The project will also include upgrades to curb ramps, alley approaches and the valley gutter “dip” at the intersection of 5th & Quince.

5th Street is functionally classified as a “Major Collector” street and Quince Street is functionally classified as a “Local” street. In 2019 the City was awarded \$706,251 in competitive Surface Transportation Block Grant (STBG) funds (plus \$91,502 in STBG Lifeline funds) for the construction work on 5th Street. Since Quince Street is “local” it is not eligible for Federal funds and we understand that the City intends to utilize their accumulated Road Maintenance and Rehabilitation Act (RMRA, aka SB1) or other local transportation funds for balance of the funding necessary to design and construct this project.

Scope of Services

Our proposed scope of work for this proposal is segregated into several phases, described below.

Phase SURV: Topographic Field Survey

Services under this phase will include:

- Establish construction control centerlines using existing curbs, gutters, and fence lines. No boundary survey will be provided as the limits of the existing streets are not being expanded.
- Perform a topographical field survey to determine horizontal locations and existing elevations of gutter lips, crown elevations, top of curb and flowlines, driveways, curb ramps, signs, trees, utility poles, valve covers, manhole lids, and storm drain inlets/outlets.
- Additional detail will be obtained at driveway approaches and curb ramps for use in designing new accessible ramps. We will locate existing signs, trees, above ground utilities, and other features that will impact curb ramp design.
- Contact dry utility providers with services in the area and research maps and information they provide. Incorporate utility infrastructure into base maps
- Prepare base map for use by design engineer.

Phase PSE: Construction Documents (Plans, Specifications & Cost Opinion)

Services under this phase will include:

- Prepare Notice of Exemption for CEQA, since the project is Categorically Exempt under Section 15302, Replacement or Reconstruction.
- Our subconsultant, BSK Associates, will provide subsurface investigations through existing pavement (one per block) to a maximum depth of three feet; provide subgrade soil R-value recommendations, test for sulfate levels in subgrade soils and provide recommendations for full-depth reclamation with cement treated base construction.
- Design of street improvements, limited curb & gutter (replacement of failed or severely cracked concrete), and curb ramps. Improvements to gutter drainage will be made where gutters are being replaced; however, there are drainage issues along these streets which are the result of factors outside of the project limits. This project will not be able to completely address all drainage issues within the project limits.
- Prepare plans, specifications and engineer's opinion of probable construction cost (PS&E). Plans will be plan view only, at a scale of 1"=20' to allow for adequate illustration of detail.
 - The plan set is anticipated to include 10 sheets, including cover, notes, plan view sheets, and details
 - The specifications are in CSI format and will include Divisions 0 & 1 and applicable technical specification sections.
- We anticipate one preliminary submittal to the City for review when PS&E are approximately 50% complete. This will allow the City to provide comments on the design approach. After review is complete, we will incorporate comments (or resolve them with City staff) and generate 100% final construction documents ready for use in bidding.
- Obtain Caltrans Encroachment Permit for "shoulder" work where 5th Street joins into Derrick Ave (SR 33)

- In order to receive the STBG construction funding from Caltrans, we will prepare the required documents per the District Local Assistance Procedures Manual (LAPM) for the Request for Authorization (RFA) for Construction Funding which includes:
 - Finance Letter
 - Data Sheets
 - Field Review
 - NEPA documentation (PES Form to confirm Categorical Exclusion)
 - DBE goal methodology
 - Right of Way Certification
 - PS&E Certification

Professional Fees

Provost & Pritchard Consulting Group will perform the services for the 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.

Phase	Estimated Fee
Phase SURV	\$11,000
Phase PSE	\$55,000
Total Fixed Fee:	\$66,000

Schedule

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare the Construction Documents and RFA package by the start of Federal Fiscal Year 2023-24, if not sooner. The project is intended to be constructed in Spring 2024.

Assumptions

- No existing wet utilities, such as sewer, water, or storm drain will need to be designed or replaced as a part of this project, other than adjustment of lids and manholes covers to match finished grade.
- The City will provide video inspection and comments on existing sewer pipes and manholes within the limits of the project and will specifically identify any dilapidated manholes that should be reconstructed as part of this project. Currently, we are not including rehabilitation or redesign of the sewer system in our scope of services.
- The new infrastructure will not be capacity-increasing and is therefore eligible for a Categorical Exemption under CEQA.
- Existing curb and gutter will be replaced, or new curb and gutter installed only where severely broken and unsuitable to be paved against.
- No sidewalk construction is planned as part of this project, except for short transitional segments of walks at curb ramps.

- Construction limits for this project will extend into the Caltrans State Route 33 (Derrick Avenue) right of way; therefore, coordination with Caltrans Encroachment Permits office is anticipated. Encroachment will be limited to “shoulder” work and will not encroach into travel lanes.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.

Additional Services


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

- Street lighting, street tree, or landscape design
- Construction testing or staking services
- Construction administration, management, or observation services

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 L. Osborn, RCE 66022
Project Manager



Jeffery Dorn, RCE 76749
Director of Operations

Terms and Conditions Accepted

By City of Mendota

Signature: _____
Cristian Gonzalez
City Manager

Date

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONDITIONALLY APPROVING EXCLUSIVE FACILITY USE PERMIT APPLICATIONS
SUBMITTED BY ORGANIZATION FOR THE EXCLUSIVE USE OF CITY OF MENDOTA
FACILITIES FOR 2023
DATE: MARCH 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-15, conditionally approving Exclusive Facility Use Permit Applications submitted by organization for the exclusive use of City of Mendota facilities for 2023?

BACKGROUND

The Mendota Municipal Code (“MMC”) Section 12.20.050 requires that Exclusive Facility Use Permit Applications (“Application(s)”) be filed with the City of Mendota (“City”) annually during the month of February and be considered by the City Council at its first meeting in March. Any applications submitted after this will be secondary to these permits and may be approved administratively by the City Manager, or their designee.

ANALYSIS

Attached to Resolution No. 23-15 are all of the Exclusive Facility Use Permit Applications (“Applications”) that were submitted by organizations to reserve use of various City facilities. As of the February 28, 2023 application deadline, ten (10) Applications were received by the City for the exclusive use of a City facility for events that will benefit the community and its residents. On March 1, 2023, the City received an additional Application that does not conflict with Applications received by the deadline and has also been included for the City Council’s consideration.

If approved by the City Council, the Applicants will need to satisfy all conditions of approval set forth in the attached list and any additional conditions that may be imposed by staff ensure the safety and maintenance of City facilities and the community, in order to hold the requested events. Moreover, in effort to establish and maintain consistency and fair treatment of all non-profit organizations submitting an Application, any fees waived are in accordance to the City’s Administrative Policies (“Policy(ies)”) attached as Exhibits “C” and “D” to Resolution No. 23-15. Although the City strives to support non-profit organizations by waiving certain fees in accordance with City Policies, it is important to note that the event organizer is still responsible for ensuring all other costs associated with their event are paid. For a summary of all Applications, conditions of approval, and associated fees, please consult Exhibit “B” to Resolution No. 23-15.

FISCAL IMPACT

General Fund will gain \$2,735.00 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. 23-15, conditionally approving Exclusive Facility Use Permit Applications submitted by organization for the exclusive use of City of Mendota facilities for 2023.

Attachment(s):

1. Resolution No. 23-15
2. Exhibit “A” – Applications
3. Exhibit “B” – Overview of Applications
4. Exhibit “C” - Administrative Policy Number 2004.01, Event Permit for Non-Profit Organizations
5. Exhibit “D” – Administrative Policy, City Participation in Community Events

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONDITIONALLY
APPROVING EXCLUSIVE FACILITY USE PERMIT
APPLICATIONS SUBMITTED BY ORGANIZATIONS
FOR THE EXCLUSIVE USE OF CITY OF MENDOTA
FACILITIES FOR 2023**

RESOLUTION NO. 23-15

WHEREAS, the City of Mendota (the “City”) allows organizations to use its park and recreation facilities to hold community gatherings, events, and recreation activities; and

WHEREAS, Chapter 12.20 of the Mendota Municipal Code (“MMC”) governs the public’s use of City-owned parks and recreation areas; and

WHEREAS, MMC section 12.20.050 requires that Exclusive Facility Use Permit Applications (“Application(s)”) be filed with the City annually during the month of February, and be considered by the City Council at its first meeting in March; and

WHEREAS, as of the February 28, 2023. Application deadline, ten (10) Applications were received by the City for the exclusive use of a City facility for events that will benefit the community and its residents; and

WHEREAS, on March 1, 2023, the City received an additional Application that does not conflict with Applications received by the deadline and has also been included for the City Council’s consideration; and

WHEREAS, applicants must comply with the MMC and Administrative Policy Number 2004.01, attached hereto as Exhibit “C,” which states Mendota-based non-profit organizations may have one Community Event or Street Fair permit fee waived in any given calendar year and each additional permit in that same calendar year will be subject to a 50% discount; and

WHEREAS, applicants must also comply with Administrative Policy - City Participation in Community Events, attached hereto as Exhibit “D,” which states the City shall host the events listed in the Policy; and

WHEREAS, applicants must also obtain all necessary permits and required licenses and comply with all applicable local and state laws; and

WHEREAS, the City Council has reviewed the Applications included in Exhibit “A,” and considered all conditions listed in Exhibit “B,” each of which is 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 and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby approves the Applications listed in Exhibit "A," subject to the conditions contained in Exhibit "B," and as follows:

1. The City Manager, or their designee, may impose additional conditions on these approvals as needed to ensure the safety and maintenance of City facilities and the community. The City Manager, or their designee, is hereby granted the appropriate discretion and authority to make such determinations.
2. The Applicants are required to submit any required documentation and fees for final approval no later than two (2) weeks before the first use of the requested City facility and must receive full written approval from the City Manager, or their designee, prior to utilizing the requested City facility.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

FVA-23-01



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.
- AMPLIFIED MUSIC PERMIT IF APPLICABLE

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

Rojas Pierce Park Parking Lot

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

Central California Food Bank

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: Angela Vue

ADDRESS (STREET AND CITY): [REDACTED]

TELEPHONE NO.: [REDACTED]

4. DATE: 2nd & 4th Thursday of each Month TIME: 8am- 12pm

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

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.

Food distribution to the community of Mendota

7. Number of persons expected to attend the function or event. 150-200 Families

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 in tote bins, pallets, and table chairs

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 \$ 6. 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.

The community of Mendota and other residents

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, Angela Vue 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 Central California Food Bank (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:



DATE:

12/15/22

I, Angela Vuc, 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:

12/15/2022

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: _____

Dates May Vary Due To The Holidays

2023

January						
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31						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



JAN 20 2023

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:

Mendota Super League, Rojas Pierce Park. Field Soccer.

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

Mendota Super League

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: Jose D Pineda

ADDRESS (STREET AND CITY): [REDACTED]

TELEPHONE No.: [REDACTED]

4. DATE: 02-05-2023 TIME: 9:00 Am A 5:00 Pm
to start: Dias de uso: Sabado, 3: pm A 5:pm. Domingo 9:00 Am A 5:00 pm

Finished 10-01-2023.

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

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.

For Play Soccer League.

7. Number of persons expected to attend the function or event. 50 more

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.

Evansston insurance Company

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. 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.

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.

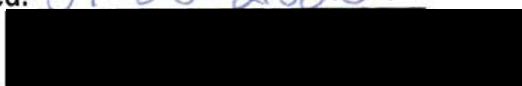
17. I, Jose O Pineda have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Jose O Pineda (name of applicant), the 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: 

DATE: 01-20-2023

I, José Pineda, 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: 01-20-2023



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: [Signature]

DATE: 2/3/2023

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

POLICE DEPT: 15

DATE: 2-6-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2022

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).

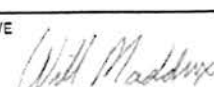
PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Jose Pineda 485 Rio Frio St Mendota CA 93640	INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378

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	ADD'L SUBR INSD 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 <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability	Y	3DS5473-M2708985	04/09/2022 12:01 AM	04/09/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 - COMPROP AGG \$ 2,000,000 Deductible \$ 1,000
						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
	<input type="checkbox"/> 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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 listed below is named as additional insured per attached MEGL 2217 01 19.
 Attendance: 1000. Event Type: Soccer Game - Amateur only.

CERTIFICATE HOLDER Rojas Pierce Park City of Mendota 297 San Pedro St 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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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Rojas Pierce Park
City of Mendota
297 San Pedro St
Mendota, CA 93640

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

FUA No 23-05



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

A Facility Use Permit is required for use of any facilities owned by the City of Mendota ("City") for any pre-advertised assembly or by groups of 25 or more people. Rates and fees are subject to change upon City Council approval. City sponsored/co-sponsored events will take precedence and may bump other reserved events. To obtain copies of fee schedules, forms, and policies and to view the Mendota Municipal Code ("MMC"), please contact Mendota City Hall ("City Hall") at (559) 655-3291 or visit the City's website at ci.mendota.ca.us.

Process for Completing the Facility Use Application:

- 1. Fill Out Facility Use Application And Sign It:** Fill out the application as completely as possible and read the "Agreement and Release of Liability" section on the last page of the application and sign it. You will also need to initial the bottom of this Application Instructions Page. If you have any questions regarding the application, contact City Hall at (559) 655-3291. For additional information regarding the Facility Use Application ("Application") process, including the annual exclusive use process, please refer to MMC Chapter 12.20.
- 2. Turn In Facility Use Application To City Hall:** Once the Application has been completed it must be turned in to City Hall, 643 Quince Street, Mendota, CA 93640. If you would prefer to submit the Application electronically, please call City Hall to obtain the e-mail address to send the application to.
- 3. Getting Facility Use Application Approved:** Within 10 working days, unless otherwise noted, of the date all applicable paperwork has been turned in to City Hall, you will be notified via mail (and e-mail, if applicable) of the status of your application. If your application is approved, you will be provided a copy of the Application (which contains the conditions of approval), any other required permit/license applications, and an invoice for the fee/deposit required. If payment of deposit is not received by the date indicated on the invoice, you will forfeit your approved date(s) and will be required to submit a new Application to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date. All remaining fees are due the week prior to the event.

Additional Information Regarding Facility Use Permits:

- **Certificates Of Insurance Required For All Facility Use Permit Applications.** All individuals/organizations submitting an Application must provide the City with certificates of insurance and endorsements evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insured. The certificate of insurance and endorsements shall be filed with the City upon approval of the Application.
- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
- **If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- **If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: 



City of Mendota
Facility Use Application

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

APPLICANT INFORMATION

Applicant Name: Mendota Unified School District Preschool
Address:
Sponsoring Organization (if applicable):
If applicable, is the Sponsoring Organization a registered non-profit organization?
Telephone: Email:

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
New Baseball Field
Danny Trejo Soccer Field
Daniel "Gordo" Porras Youth Soccer Field
Eddie Porras Basketball Court(s)
David Daniel Skate Park
Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
Concession Stand
Dining Area
Picnic Area(s)
Group BBQ Area
Other:

Other Parks & Facilities

- Lindgren-Lozano Park
Veterans Park
La Colonia Park
Pool Park
Other:

EVENT DETAILS

Purpose: Preschool graduation ceremony
Date(s): May 31, 2023 Time(s): 8AM-1PM
Estimated Number of Attendees: 60

Will there be an admission fee for the event? No Yes If yes, list the amount and the reason for this fee:

Will alcoholic beverages be sold/served at the event? No Yes If yes, please see instructions page for requirements regarding alcohol.

Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment? No Yes If yes, please see instructions page for requirements regarding noise.

Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes If yes, please see instructions page for requirements regarding businesses.

Does the event have a Promoter? No Yes If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:

Describe how the event will benefit the community of Mendota.

Parent will gather to celebrate their child's Preschool Graduation.

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

We will provide the chairs and tables for the ceremony.

AGREEMENT AND RELEASE OF LIABILITY

The Applicant has read the Facility Use Application Instructions Page and has been instructed to review all regulations and requirements for events contained in City of Mendota ("City") Administrative Policies, forms, and in the Mendota Municipal Code ("MMC"). The Applicant understands and agrees to comply with all Local, State, and Federal requirements, regulations, and conditions for conducting the event on any facilities owned by the City. The Applicant also understands that failure to comply with all Local, State, and Federal requirements, regulations, and conditions will result in the forfeiture of any deposits paid related to the event and possible denial of future applications

The Applicant agrees to indemnify the City and its agents, employees, and officers against any and all liability, losses, claims, damages, fees of attorneys, and other expenses which the City or its agents, employees, or officers, may sustain or incur in consequence of the use by Applicant of the facilities or arising out of any act or activity conducted by the Applicant on facilities owned by the City, including, but not limited to, sums paid or incurred in connection with claims, suits, or judgment or paid or incurred in attempting to procure release from liability for any person injured as a result of the activities referred to herein. In addition, Applicant agrees to defend and hold harmless the City, its employees, agents, and officers against any and all claim, loss, damage, or liability arising out of any conduct by Applicant on the facilities owned by the City.

Dated: 2/1/23

Araceli Perez

Print Name

Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____

Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____

FUA NO 23-07



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

received
FEB 24 2023

A Facility Use Permit is required for use of any facilities owned by the City of Mendota ("City") for any pre-advertised assembly or by groups of 25 or more people. Rates and fees are subject to change upon City Council approval. City sponsored/co-sponsored events will take precedence and may bump other reserved events. To obtain copies of fee schedules, forms, and policies and to view the Mendota Municipal Code ("MMC"), please contact Mendota City Hall ("City Hall") at (559) 655-3291 or visit the City's website at ci.mendota.ca.us.

Process for Completing the Facility Use Application:

1. **Fill Out Facility Use Application And Sign It:** Fill out the application as completely as possible and read the "Agreement and Release of Liability" section on the last page of the application and sign it. You will also need to initial the bottom of this Application Instructions Page. If you have any questions regarding the application, contact City Hall at (559) 655-3291. For additional information regarding the Facility Use Application ("Application") process, including the annual exclusive use process, please refer to MMC Chapter 12.20.
2. **Turn In Facility Use Application To City Hall:** Once the Application has been completed it must be turned in to City Hall, 643 Quince Street, Mendota, CA 93640. If you would prefer to submit the Application electronically, please call City Hall to obtain the e-mail address to send the application to.
3. **Getting Facility Use Application Approved:** Within 10 working days, unless otherwise noted, of the date all applicable paperwork has been turned in to City Hall, you will be notified via mail (and e-mail, if applicable) of the status of your application. If your application is approved, you will be provided a copy of the Application (which contains the conditions of approval), any other required permit/license applications, and an invoice for the fee/deposit required. If payment of deposit is not received by the date indicated on the invoice, you will forfeit your approved date(s) and will be required to submit a new Application to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date. All remaining fees are due the week prior to the event.

Additional Information Regarding Facility Use Permits:

- **Certificates Of Insurance Required For All Facility Use Permit Applications.** All individuals/organizations submitting an Application must provide the City with certificates of insurance and endorsements evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insured. The certificate of insurance and endorsements shall be filed with the City upon approval of the Application.
- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
- **If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- **If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Mendota Youth Recreation
Address: [REDACTED]
Sponsoring Organization (if applicable): _____
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: _____ Email: _____

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: _____

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: _____

EVENT DETAILS

Purpose: Carnival
Date(s): June 1, 2023 to June 4, 2023 Time(s): 6:00 pm to 12:00 mid
Estimated Number of Attendees: 1000

Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____

Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*

Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment?
 No Yes *If yes, please see instructions page for requirements regarding noise.*

Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*

Does the event have a Promoter? No Yes
If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes
If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:
Mendota Youth Recreation

Application continues on the next page

Describe how the event will benefit the community of Mendota.

All money will benefit the community of Mendota, Easter Hunt, Back 2k Senior Lunch, Red Ribbon, Christmas Parade are a few events.

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

6:00 p.m. to 12:00 mid - Carnival rides, PJ food booths for all 4 days with Saturday - Sunday might be a live band

AGREEMENT AND RELEASE OF LIABILITY

The Applicant has read the Facility Use Application Instructions Page and has been instructed to review all regulations and requirements for events contained in City of Mendota ("City") Administrative Policies, forms, and in the Mendota Municipal Code ("MMC"). The Applicant understands and agrees to comply with all Local, State, and Federal requirements, regulations, and conditions for conducting the event on any facilities owned by the City. The Applicant also understands that failure to comply with all Local, State, and Federal requirements, regulations, and conditions will result in the forfeiture of any deposits paid related to the event and possible denial of future applications.

The Applicant agrees to indemnify the City and its agents, employees, and officers against any and all liability, losses, claims, damages, fees of attorneys, and other expenses which the City or its agents, employees, or officers, may sustain or incur in consequence of the use by Applicant of the facilities or arising out of any act or activity conducted by the Applicant on facilities owned by the City, including, but not limited to, sums paid or incurred in connection with claims, suits, or judgment or paid or incurred in attempting to procure release from liability for any person injured as a result of the activities referred to herein. In addition, Applicant agrees to defend and hold harmless the City, its employees, agents, and officers against any and all claim, loss, damage, or liability arising out of any conduct by Applicant on the facilities owned by the City.

Dated: 2-21-2023

Sergio Valdez
Print Name

[Redacted Signature]
Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____
Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____



FUA NO 23-08

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

received
FEB 24 2023

A Facility Use Permit is required for use of any facilities owned by the City of Mendota (“City”) for any pre-advertised assembly or by groups of 25 or more people. Rates and fees are subject to change upon City Council approval. City sponsored/co-sponsored events will take precedence and may bump other reserved events. To obtain copies of fee schedules, forms, and policies and to view the Mendota Municipal Code (“MMC”), please contact Mendota City Hall (“City Hall”) at (559) 655-3291 or visit the City’s website at ci.mendota.ca.us.

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3. **Getting Facility Use Application Approved:** Within 10 working days, unless otherwise noted, of the date all applicable paperwork has been turned in to City Hall, you will be notified via mail (and e-mail, if applicable) of the status of your application. If your application is approved, you will be provided a copy of the Application (which contains the conditions of approval), any other required permit/license applications, and an invoice for the fee/deposit required. If payment of deposit is not received by the date indicated on the invoice, you will forfeit your approved date(s) and will be required to submit a new Application to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date. All remaining fees are due the week prior to the event.

Additional Information Regarding Facility Use Permits:

- **Certificates Of Insurance Required For All Facility Use Permit Applications.** All individuals/organizations submitting an Application must provide the City with certificates of insurance and endorsements evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insured. The certificate of insurance and endorsements shall be filed with the City upon approval of the Application.
- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
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- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Mendota Youth Recreation
Address: [REDACTED]
Sponsoring Organization (if applicable): _____
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [REDACTED] Email: _____

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: Parking Lot

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: _____

EVENT DETAILS

Purpose: Annual Back Pak give away
Date(s): July 30, 2023 Time(s): 10:00 Am to 4:00pm
Estimated Number of Attendees: 400

Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____

Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*

Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment?
 No Yes *If yes, please see instructions page for requirements regarding noise.*

Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*

Does the event have a Promoter? No Yes
If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes
If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:

Application continues on the next page

Describe how the event will benefit the community of Mendota.

The Children of Mendota will be receiving a back pack with school supplies. This is a joint event with Westside Youth

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

non-profits and informational booths all free

AGREEMENT AND RELEASE OF LIABILITY

The Applicant has read the Facility Use Application Instructions Page and has been instructed to review all regulations and requirements for events contained in City of Mendota ("City") Administrative Policies, forms, and in the Mendota Municipal Code ("MMC"). The Applicant understands and agrees to comply with all Local, State, and Federal requirements, regulations, and conditions for conducting the event on any facilities owned by the City. The Applicant also understands that failure to comply with all Local, State, and Federal requirements, regulations, and conditions will result in the forfeiture of any deposits paid related to the event and possible denial of future applications.

The Applicant agrees to indemnify the City and its agents, employees, and officers against any and all liability, losses, claims, damages, fees of attorneys, and other expenses which the City or its agents, employees, or officers, may sustain or incur in consequence of the use by Applicant of the facilities or arising out of any act or activity conducted by the Applicant on facilities owned by the City, including, but not limited to, sums paid or incurred in connection with claims, suits, or judgment or paid or incurred in attempting to procure release from liability for any person injured as a result of the activities referred to herein. In addition, Applicant agrees to defend and hold harmless the City, its employees, agents, and officers against any and all claim, loss, damage, or liability arising out of any conduct by Applicant on the facilities owned by the City.

Dated: 2-21-2023 Sergio Valdez Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____
Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____



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

A Facility Use Permit is required for use of any facilities owned by the City of Mendota ("City") for any pre-advertised assembly or by groups of 25 or more people. Rates and fees are subject to change upon City Council approval. City sponsored/co-sponsored events will take precedence and may bump other reserved events. To obtain copies of fee schedules, forms, and policies and to view the Mendota Municipal Code ("MMC"), please contact Mendota City Hall ("City Hall") at (559) 655-3291 or visit the City's website at ci.mendota.ca.us.

Process for Completing the Facility Use Application:

1. **Fill Out Facility Use Application And Sign It:** Fill out the application as completely as possible and read the "Agreement and Release of Liability" section on the last page of the application and sign it. You will also need to initial the bottom of this Application Instructions Page. If you have any questions regarding the application, contact City Hall at (559) 655-3291. For additional information regarding the Facility Use Application ("Application") process, including the annual exclusive use process, please refer to MMC Chapter 12.20.
2. **Turn In Facility Use Application To City Hall:** Once the Application has been completed it must be turned in to City Hall, 643 Quince Street, Mendota, CA 93640. If you would prefer to submit the Application electronically, please call City Hall to obtain the e-mail address to send the application to.
3. **Getting Facility Use Application Approved:** Within 10 working days, unless otherwise noted, of the date all applicable paperwork has been turned in to City Hall, you will be notified via mail (and e-mail, if applicable) of the status of your application. If your application is approved, you will be provided a copy of the Application (which contains the conditions of approval), any other required permit/license applications, and an invoice for the fee/deposit required. If payment of deposit is not received by the date indicated on the invoice, you will forfeit your approved date(s) and will be required to submit a new Application to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date. All remaining fees are due the week prior to the event.

Additional Information Regarding Facility Use Permits:

- **Certificates Of Insurance Required For All Facility Use Permit Applications.** All individuals/organizations submitting an Application must provide the City with certificates of insurance and endorsements evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insured. The certificate of insurance and endorsements shall be filed with the City upon approval of the Application.
- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
- **If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- **If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Mendota Youth Recreation
Address: [REDACTED]
Sponsoring Organization (if applicable): _____
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [REDACTED] Email: _____

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: _____

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: _____

EVENT DETAILS

Purpose: End of Summer Carnival 6:00pm to 12:00
Date(s): Sept 21 to Sept 24, 2023 Time(s): _____
Estimated Number of Attendees: 1000
Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____
Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*
Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment?
 No Yes *If yes, please see instructions page for requirements regarding noise.*
Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*
Does the event have a Promoter? No Yes
If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes
If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:
Mendota Youth Recreation

Application continues on the next page

Describe how the event will benefit the community of Mendota.

entertainment to the community

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

6:00 pm to 12:00 - Carnival Rides, food booths, D.J Thursday
Friday 6:00-12:00 Carnival Rides, food Booth, D.J
Sat 6:00-12:00 Carnival Rides, food Booth, Live Band
Sun 6:00-12:00 Carnival Rides, food Booth, Live Band

AGREEMENT AND RELEASE OF LIABILITY

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Dated: 2-21-2023

Sergio Valdez
Print Name

[Redacted Signature]
Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____

Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____



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

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Additional Information Regarding Facility Use Permits:

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- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
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- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Mendota Youth Recreation
Address: [REDACTED]
Sponsoring Organization (if applicable): _____
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [REDACTED] Email: _____

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: Parking Lot

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: _____

EVENT DETAILS

Purpose: Trunk + treat Red Ribbon
Date(s): Oct 29, 2023 Time(s): 10:00 Am 8:00pm
Estimated Number of Attendees: 400

Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____

Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*

Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment? No Yes *If yes, please see instructions page for requirements regarding noise.*

Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*

Does the event have a Promoter? No Yes *If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.*

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes *If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:* _____

Application continues on the next page

Describe how the event will benefit the community of Mendota.

Informational Booths Cakeswalk Live Raffle Prizes
for the Children of Mendota

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

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Flower Displays on Cars/Truck -

AGREEMENT AND RELEASE OF LIABILITY

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Dated: 2-21-2007

Sergio Valdez
Print Name

[Redacted Signature] Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____

Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____



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

FUA NO 23-11

received
FEB 24 2023

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Additional Information Regarding Facility Use Permits:

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- If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
- If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Mendota Youth Recreation
Address: [REDACTED]
Sponsoring Organization (if applicable): _____
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [REDACTED] Email: _____

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: _____

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: 6th-7th Streets Pavilion

EVENT DETAILS

Purpose: Annual Christmas Parade
Date(s): Dec 16, 2023 Time(s): 12:00 pm - 9:00 pm
Estimated Number of Attendees: 900

Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____

Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*

Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment?
 No Yes *If yes, please see instructions page for requirements regarding noise.*

Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*

Does the event have a Promoter? No Yes
If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes
If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:

Application continues on the next page.

Describe how the event will benefit the community of Mendota.

This is the Annual Christmas Parade - event put on for the community of Mendota

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

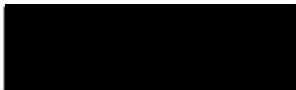
Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

Food Booths - P.I. - Floats will be using 6th - Puchau - and 7th Streets

AGREEMENT AND RELEASE OF LIABILITY

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Dated: 2-21-2023 Bergio Valdez 
Print Name Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____
Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____



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

City Stamp Here

FEB 27 2023
MCS

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- If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Frank Conte muscle Dragger
Address: [REDACTED]
Sponsoring Organization (if applicable): _____
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [REDACTED] Email: [REDACTED]

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: _____

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: Airport

EVENT DETAILS

Purpose: Movie Filming
Date(s): 3-10-23 - 10-27-23 Time(s): N/A at this time
Estimated Number of Attendees: 15
Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____
Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*
Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment? No Yes *If yes, please see instructions page for requirements regarding noise.*
Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*
Does the event have a Promoter? No Yes *If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.*
Will the event generate proceeds/revenue or serve as a fundraiser? No Yes *If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:* _____

Application continues on the next page.

Describe how the event will benefit the community of Mendota.

Will be featured in motion picture for all to see

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

Cameras small trailer 10 cars

AGREEMENT AND RELEASE OF LIABILITY

The Applicant has read the Facility Use Application Instructions Page and has been instructed to review all regulations and requirements for events contained in City of Mendota ("City") Administrative Policies, forms, and in the Mendota Municipal Code ("MMC"). The Applicant understands and agrees to comply with all Local, State, and Federal requirements, regulations, and conditions for conducting the event on any facilities owned by the City. The Applicant also understands that failure to comply with all Local, State, and Federal requirements, regulations, and conditions will result in the forfeiture of any deposits paid related to the event and possible denial of future applications.

The Applicant agrees to indemnify the City and its agents, employees, and officers against any and all liability, losses, claims, damages, fees of attorneys, and other expenses which the City or its agents, employees, or officers, may sustain or incur in consequence of the use by Applicant of the facilities or arising out of any act or activity conducted by the Applicant on facilities owned by the City, including, but not limited to, sums paid or incurred in connection with claims, suits, or judgment or paid or incurred in attempting to procure release from liability for any person injured as a result of the activities referred to herein. In addition, Applicant agrees to defend and hold harmless the City, its employees, agents, and officers against any and all claim, loss, damage, or liability arising out of any conduct by Applicant on the facilities owned by the City.

Dated: 2-28-23 Frank Card  Signature
Print Name

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____
Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____

HA 23-13



City of Mendota Facility Use Application Instructions

Date Stamp Here

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

A Facility Use Permit is required for use of any facilities owned by the City of Mendota ("City") for any pre-advertised assembly or by groups of 25 or more people. Rates and fees are subject to change upon City Council approval. City sponsored/co-sponsored events will take precedence and may bump other reserved events. To obtain copies of fee schedules, forms, and policies and to view the Mendota Municipal Code ("MMC"), please contact Mendota City Hall ("City Hall") at (559) 655-3291 or visit the City's website at ci.mendota.ca.us.

Process for Completing the Facility Use Application:

- 1. Fill Out Facility Use Application And Sign It:** Fill out the application as completely as possible and read the "Agreement and Release of Liability" section on the last page of the application and sign it. You will also need to initial the bottom of this Application Instructions Page. If you have any questions regarding the application, contact City Hall at (559) 655-3291. For additional information regarding the Facility Use Application ("Application") process, including the annual exclusive use process, please refer to MMC Chapter 12.20.
- 2. Turn In Facility Use Application To City Hall:** Once the Application has been completed it must be turned in to City Hall, 643 Quince Street, Mendota, CA 93640. If you would prefer to submit the Application electronically, please call City Hall to obtain the e-mail address to send the application to.
- 3. Getting Facility Use Application Approved:** Within 10 working days, unless otherwise noted, of the date all applicable paperwork has been turned in to City Hall, you will be notified via mail (and e-mail, if applicable) of the status of your application. If your application is approved, you will be provided a copy of the Application (which contains the conditions of approval), any other required permit/license applications, and an invoice for the fee/deposit required. If payment of deposit is not received by the date indicated on the invoice, you will forfeit your approved date(s) and will be required to submit a new Application to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date. All remaining fees are due the week prior to the event.

Additional Information Regarding Facility Use Permits:

- **Certificates Of Insurance Required For All Facility Use Permit Applications.** All individuals/organizations submitting an Application must provide the City with certificates of insurance and endorsements evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insured. The certificate of insurance and endorsements shall be filed with the City upon approval of the Application.
- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
- **If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- **If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: [REDACTED]



City of Mendota
Facility Use Application

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

FR 28 2023

MMAS 3:43pm
2/28

APPLICANT INFORMATION

Applicant Name: Dino Perez - Director
Address: [Redacted]
Sponsoring Organization (if applicable): Westside Youth
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [Redacted] Email: [Redacted]

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

- | Rojas-Pierce Park Sport Fields | Rojas-Pierce Park | Other Parks & Facilities |
|--|--|---|
| <input type="radio"/> Benny Mares Sr. Baseball Field | <input type="radio"/> Main Pavilion | <input type="radio"/> Lindgren-Lozano Park |
| <input type="radio"/> New Baseball Field | <input type="radio"/> Concession Stand | <input type="radio"/> Veterans Park |
| <input type="radio"/> Danny Trejo Soccer Field | <input type="radio"/> Dining Area | <input type="radio"/> La Colonia Park |
| <input type="radio"/> Daniel "Gordo" Porras Youth Soccer Field | <input type="radio"/> Picnic Area(s) | <input type="radio"/> Pool Park |
| <input type="radio"/> Eddie Porras Basketball Court(s) | <input type="radio"/> Group BBQ Area | <input checked="" type="radio"/> Other: <u>Partsmoot St</u> |
| <input type="radio"/> David Daniel Skate Park | <input checked="" type="radio"/> Other: <u>Parking lot</u> | |
| <input type="radio"/> Baseball Field Concession Stand | | |

EVENT DETAILS

Purpose: Fundraiser for operating cost/ Program cost.
Date(s): March 15 - Dec 31, 2023 Time(s): 3pm - 10:30pm Wednesdays
Estimated Number of Attendees: Approx 75-300
Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:*
Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*
Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment? No Yes *If yes, please see instructions page for requirements regarding noise.*
Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*
Does the event have a Promoter? No Yes *If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.*
Will the event generate proceeds/revenue or serve as a fundraiser? No Yes *If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:*
Westside Youth Inco - Operating cost

Application continues on the next page.

Describe how the event will benefit the community of Mendota.

Help pay for operating expenses, youth program
cost, Christmas toy give away

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

Speaker-box music, pony rides, train rides, bounce house,
water dunk tank, pick-up truck, trailer, golf cart
Food sale, clothing, household items, vitamins,
produce, nuts, informational materials, waters and more

AGREEMENT AND RELEASE OF LIABILITY

The Applicant has read the Facility Use Application Instructions Page and has been instructed to review all regulations and requirements for events contained in City of Mendota ("City") Administrative Policies, forms, and in the Mendota Municipal Code ("MMC"). The Applicant understands and agrees to comply with all Local, State, and Federal requirements, regulations, and conditions for conducting the event on any facilities owned by the City. The Applicant also understands that failure to comply with all Local, State, and Federal requirements, regulations, and conditions will result in the forfeiture of any deposits paid related to the event and possible denial of future applications.

The Applicant agrees to indemnify the City and its agents, employees, and officers against any and all liability, losses, claims, damages, fees of attorneys, and other expenses which the City or its agents, employees, or officers, may sustain or incur in consequence of the use by Applicant of the facilities or arising out of any act or activity conducted by the Applicant on facilities owned by the City, including, but not limited to, sums paid or incurred in connection with claims, suits, or judgment or paid or incurred in attempting to procure release from liability for any person injured as a result of the activities referred to herein. In addition, Applicant agrees to defend and hold harmless the City, its employees, agents, and officers against any and all claim, loss, damage, or liability arising out of any conduct by Applicant on the facilities owned by the City.

Dated: 2/28/23

Dino Perz
Print Name

[Redacted Signature]
Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____

Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____



**City of Mendota
Facility Use Application Instructions**

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

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Process for Completing the Facility Use Application:

1. **Fill Out Facility Use Application And Sign It:** Fill out the application as completely as possible and read the "Agreement and Release of Liability" section on the last page of the application and sign it. You will also need to initial the bottom of this Application Instructions Page. If you have any questions regarding the application, contact City Hall at (559) 655-3291. For additional information regarding the Facility Use Application ("Application") process, including the annual exclusive use process, please refer to MMC Chapter 12.20.
2. **Turn In Facility Use Application To City Hall:** Once the Application has been completed it must be turned in to City Hall, 643 Quince Street, Mendota, CA 93640. If you would prefer to submit the Application electronically, please call City Hall to obtain the e-mail address to send the application to.
3. **Getting Facility Use Application Approved:** Within 10 working days, unless otherwise noted, of the date all applicable paperwork has been turned in to City Hall, you will be notified via mail (and e-mail, if applicable) of the status of your application. If your application is approved, you will be provided a copy of the Application (which contains the conditions of approval), any other required permit/license applications, and an invoice for the fee/deposit required. If payment of deposit is not received by the date indicated on the invoice, you will forfeit your approved date(s) and will be required to submit a new Application to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date. All remaining fees are due the week prior to the event.

Additional Information Regarding Facility Use Permits:

- **Certificates Of Insurance Required For All Facility Use Permit Applications.** All individuals/organizations submitting an Application must provide the City with certificates of insurance and endorsements evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insured. The certificate of insurance and endorsements shall be filed with the City upon approval of the Application.
- **If Alcoholic Beverages Are To Be Served/Sold:** You will be required to obtain a license from the California Department of Alcoholic Beverage Control. Please submit an original license application to City Hall to obtain City approval as required by the Application. Once you receive the official license from the California Department of Alcoholic Beverage Control, you must submit a copy to City Hall as part of the conditions of approval. You will also be required to contract security services as required by the Mendota Police Department.
- **If Businesses Will Be Contracted To Present, Produce, Or Otherwise Be Involved In The Event, Activity Or Entertainment:** Any businesses (including promoters, food/item vendors, live bands/DJs, etc.) that are contracted for any and all portions of the event, must obtain a City business license in accordance with Title 5 of the MMC. For information regarding the business license process and fees, contact City Hall at (559) 655-3291.
- **If The Event Will Include A Live Band, DJ, Other Purveyor Of Music, And/Or Amplified Sound Equipment:** You will be required to obtain a City Noise Permit and to comply with all requirements contained in Chapter 9.05 of the MMC. The fee for a noise permit is \$5 per day.
- **Additional Conditions of Approval:** The City will provide you with additional conditions of approval that are specific to your event once your application is approved. It is required that you also satisfy and comply with all conditions of approval. Failure to meet the conditions will result in immediate and automatic termination of the permit.

Applicant Initial: 



**City of Mendota
Facility Use Application**

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

APPLICANT INFORMATION

Applicant Name: Jorge Valdez
Address: [REDACTED]
Sponsoring Organization (if applicable): Mendota Youth Baseball
If applicable, is the Sponsoring Organization a registered non-profit organization? No Yes
Telephone: [REDACTED] Email: _____

FACILITY REQUEST INFORMATION

Facility(ies) Requested (Check all applicable boxes):

Rojas-Pierce Park Sport Fields

- Benny Mares Sr. Baseball Field
- New Baseball Field
- Danny Trejo Soccer Field
- Daniel "Gordo" Porras Youth Soccer Field
- Eddie Porras Basketball Court(s)
- David Daniel Skate Park
- Baseball Field Concession Stand

Rojas-Pierce Park

- Main Pavilion
- Concession Stand
- Dining Area
- Picnic Area(s)
- Group BBQ Area
- Other: _____

Other Parks & Facilities

- Lindgren-Lozano Park
- Veterans Park
- La Colonia Park
- Pool Park
- Other: _____

EVENT DETAILS

Purpose: Baseball Games Tuesdays-Thursdays - some Saturdays
Date(s): March 20, 2022 - July 6, 2023 Time(s): 6:00-9:00 pm - 9:00 am - 2:00 pm
Estimated Number of Attendees: 100

Will there be an admission fee for the event? No Yes *If yes, list the amount and the reason for this fee:* _____

Will alcoholic beverages be sold/served at the event? No Yes *If yes, please see instructions page for requirements regarding alcohol.*

Will there be a live band, DJ, other purveyor of music, and/or amplified sound equipment?
 No Yes *If yes, please see instructions page for requirements regarding noise.*

Will any businesses be contracted to present, produce, or otherwise be involved in the event, activity, or entertainment during the event? No Yes *If yes, please see instructions page for requirements regarding businesses.*

Does the event have a Promoter? No Yes
If yes, list the name, telephone and address of the promoter on the line below and see instructions page for requirements regarding businesses.

Will the event generate proceeds/revenue or serve as a fundraiser? No Yes
If yes, list the individual(s)/organization(s) that will receive proceeds and how they will be divided:
Mendota Youth Baseball

Application continues on the next page

Describe how the event will benefit the community of Mendota.

Sportsmanship - Baseball Skills with Peewees

Provide a description of the event, including but not limited to: 1) All entertainment and activities that will occur, 2) Any equipment/vehicles that will be used and the nature and times of use of such equipment, 3) the nature and duration of the use of any amplified sound equipment, and 4) Any additional information that will assist the City of Mendota in considering the application.

Items that are not mentioned below will not be permitted. You may add additional pages, if necessary.

This is for Baseball Games Tuesdays Friday and some Saturdays

AGREEMENT AND RELEASE OF LIABILITY

The Applicant has read the Facility Use Application Instructions Page and has been instructed to review all regulations and requirements for events contained in City of Mendota ("City") Administrative Policies, forms, and in the Mendota Municipal Code ("MMC"). The Applicant understands and agrees to comply with all Local, State, and Federal requirements, regulations, and conditions for conducting the event on any facilities owned by the City. The Applicant also understands that failure to comply with all Local, State, and Federal requirements, regulations, and conditions will result in the forfeiture of any deposits paid related to the event and possible denial of future applications.

The Applicant agrees to indemnify the City and its agents, employees, and officers against any and all liability, losses, claims, damages, fees of attorneys, and other expenses which the City or its agents, employees, or officers, may sustain or incur in consequence of the use by Applicant of the facilities or arising out of any act or activity conducted by the Applicant on facilities owned by the City, including, but not limited to, sums paid or incurred in connection with claims, suits, or judgment or paid or incurred in attempting to procure release from liability for any person injured as a result of the activities referred to herein. In addition, Applicant agrees to defend and hold harmless the City, its employees, agents, and officers against any and all claim, loss, damage, or liability arising out of any conduct by Applicant on the facilities owned by the City.

Dated: 3-1-2023

Sergio Valdez
Print Name

[Redacted Signature]
Signature

For City of Mendota Staff Use Only

Application Status: Approved Denied Permit No.: _____

Conditions of Approval:

Dated: _____ Staff Name _____ Staff Signature _____

Police Department Conditions

Security/Safety Conditions of Approval (if applicable):

Dated: _____ Staff Name _____ Staff Signature _____

EXHIBIT B

2023 Facility Use Permit Applications Overview

FACILITY USE APPLICATION NUMBER	ORGANIZATION	EVENT NAME/PURPOSE	DATE/TIME	TOTAL NUMBER OF DAYS/EVENTS REQUESTED	FACILITY(IES) REQUESTED	EVENT DETAILS	PROPOSED CONDITIONS OF APPROVAL Additional conditions may be added as deemed necessary by staff to ensure protection of City facility(ies) and the safety of participants/community	TOTAL FEES & APPLICABLE POLICIES
FUA 23-01	Central California Food Bank (Non-Profit Organization)	Food Distribution Event	2nd and 4th Thursday of each month 8am-12pm	19 Days	Rojas-Pierce Park Parking Lot	Number of attendees: 150-200 families Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: None Businesses involved: None Promoter involved: None Is the event a fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant will ensure that those attending the event do not encroach on sidewalks and driveways, and will comply with an additional encroachment conditions as required by the City.	TOTAL FEES DUE: \$0.00 TOTAL DEPOSITS DUE: \$0.00 Applicable Administrative Policy: None
FUA 23-03	Jose D. Pineda Mendota Super League	Soccer	2/11/23-10/29/23 Saturdays: 3pm-5pm Sundays: 9am-5pm	66 Days	Rojas-Pierce Park Soccer Field	Number of attendees: 50 or more Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: None Businesses involved: None Promoter involved: None Is the event a fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant (and those participating in the event held by the Applicant) are not permitted to use cleats with metal spikes on the field. Applicant (and those participating in the event held by the Applicant) are not permitted to use the field when it is wet or if it is raining.	TOTAL FEES DUE: \$200.00 (paid on 2/6/23) TOTAL DEPOSITS DUE: \$250.00 (paid on 2/6/23) Applicable Administrative Policy: None
FUA 23-05	Mendota Unified School District Preschool (Non-Profit Organization)	Preschool graduation ceremony	5/31/23 8am-1pm	1 Day	Rojas-Pierce Park Main Pavillion	Number of attendees: 60 Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: None Businesses involved: None Promoter involved: None Is the event a Fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A".	TOTAL FEES DUE: \$0.00 TOTAL DEPOSITS DUE: \$0.00 Applicable Administrative Policy: None
FUA 23-07	Mendota Youth Recreation (Non-Profit Organization)	Carnival	6/1/23-6/4/23 6pm-12am	4 Days	Rojas-Pierce Park Main Pavillion and Concession Stand	Number of attendees: 1000 Admission fee: None Alcoholic beverages: Yes Live band, DJ, music, or sound equipment: Yes Businesses involved: Yes Promoter involved: None Is the event a fundraiser? Yes. All proceeds benefit Mendota Youth Recreation	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant must provide a detailed scheduled of the event. Applicant is permitted sell alcoholic beverages during the event, and the consumption of alcohol is permitted during the event. All sales and consumption of alcohol must be within a designated area. The Applicant must obtain a license from the State of California Department of Alcoholic Beverage Control and provide a copy of said license to the City. Applicant must contract security services as required by the Chief of Police, or their designee, and in accordance with the City's requirements for contracting security services. Applicant must obtain a City Noise Permit. Applicant must contract for trash services. Applicant must provide portable restrooms. Applicant must obtain a City Entertainment Encroachment Permit. Applicant shall ensure that all vendors and businesses (including but not limited to the carnival operator) participating in the event obtain a City business license and that said vendors and businesses maintain their business license with them during the event. Applicant must not charge an admission fee to individuals who wish to utilize the park area for recreation purposes.	TOTAL FEES DUE: \$0.00 Fees Waived 100% TOTAL DEPOSITS DUE: \$500.00 RPP Pavillion: \$300.00 RPP Concession Stand: \$150.00 Key Deposit: \$50.00 Total Fees Waived: \$2,120.00 RPP Pavillion Rental Fee: \$350/dayX 4 days= \$1,400.00 RPP Concession Stand Rental Fee: \$175/dayX 4 days=\$700.00 Noise Permit: \$5/day X 4 days= \$20.00 Applicable Administrative Policy: City Participation in Community Events (Exhibit "D")

2023 Facility Use Permit Applications Overview

FACILITY USE APPLICATION NUMBER	ORGANIZATION	EVENT NAME/PURPOSE	DATE/TIME	TOTAL NUMBER OF DAYS/EVENTS REQUESTED	FACILITY(IES) REQUESTED	EVENT DETAILS	PROPOSED CONDITIONS OF APPROVAL Additional conditions may be added as deemed necessary by staff to ensure protection of City facility(ies) and the safety of participants/community	TOTAL FEES & APPLICABLE POLICIES
FUA 23-08	Mendota Youth Recreation (Non-Profit Organization)	Annual Backpack Giveaway	7/30/23 10am-4pm	1 Day	Rojas-Pierce Park Parking Lot	Number of attendees: 400 Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: None Businesses involved: Yes Promoter involved: None Is the event a Fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A".	TOTAL FEES DUE: \$0.00 TOTAL DEPOSITS DUE: \$0.00 Applicable Administrative Policy: None
FUA 23-09	Mendota Youth Recreation (Non-Profit Organization)	End of Summer Carnival	9/21/23-9/24/23 6pm-12am	4 Days	Benny Mares Sr. Baseball Field; Rojas-Pierce Park Main Pavilion and Concession Stand	Number of attendees: 1000 Admission fee: None Alcoholic beverages: Yes Live band, DJ, music, or sound equipment: Yes Businesses involved: Yes Promoter involved: None Is the event a Fundraiser? Yes, all proceeds benefit Mendota Youth Recreation	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant is permitted sell alcoholic beverages during the event, and the consumption of alcohol is permitted during the event. All sales and consumption of alcohol must be within a designated area. The Applicant must obtain a license from the State of California Department of Alcoholic Beverage Control and provide a copy of said license to the City. Applicant must contract security services as required by the Chief of Police, or their designee, and in accordance with the City's requirements for contracting security services. Applicant must obtain a City Noise Permit. Applicant must contract for trash services. Applicant must provide portable restrooms. Applicant must obtain a City Entertainment Encroachment Permit. Applicant shall ensure that all vendors and businesses (including but not limited to the carnival operator) participating in the event obtain a City business license and that said vendors and businesses maintain their business license with them during the event. Applicant must not charge an admission fee to individuals who wish to utilize the park area for recreation purposes.	TOTAL FEES DUE: \$895.00 (First day event fees waived 100%, all days after fees waived 50%) TOTAL DEPOSITS DUE: \$750.00 RPP Pavilion: \$300.00 RPP Concession Stand: \$150.00 Key Deposit: \$50.00 Sports Field Deposit: \$250.00 Total Fees Waived: \$1,425.00 RPP Pavilion Rental Fee: \$350/dayX 4 days= \$1,400.00 RPP Concession Stand Rental Fee: \$175/dayX 4 days=\$700.00 Sports Field Fee: \$200.00 Noise Permit: \$5/day X 4 days= \$20.00 Applicable Administrative Policy: Event Permit for Non-Profit Organizations (Exhibit "C")
FUA 23-10	Mendota Youth Recreation (Non-Profit Organization)	Red Ribbon Trunk & Treat	10/29/23 10am-8pm	1 Day	Rojas-Pierce Park Parking Lot	Number of attendees: 400 Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: None Businesses involved: Yes Promoter involved: None Is the event a Fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant must obtain a City Noise Permit. Applicant must ensure that all vendors participating in the event obtain a City business license and that said vendors maintain their business license with them during the event.	TOTAL FEES DUE: \$0.00 TOTAL DEPOSITS DUE: \$0.00 Applicable Administrative Policy: None
FUA 23-11	Mendota Youth Recreation (Non-Profit Organization)	Annual Christmas Parade	12/16/23 12pm-9pm	1 Day	City Streets (6th, 7th and Pucheu Streets)	Number of attendees: 900 Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: Yes Businesses involved: Yes Promoter involved: None Is the event a Fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant must obtain a City Noise Permit. Applicant must contract for trash services. Applicant must provide portable restrooms. Applicant must obtain a City Entertainment Encroachment Permit. Applicant shall ensure that all vendors participating in the event obtain a City business license and that said vendors maintain their business license with them during the event.	TOTAL FEES DUE: \$0.00 Fees Waived 100% Total Fees Waived: \$80.00 Noise Permit: \$5/dayX 1 Day=\$5.00 Entertainment Encroachment Permit: \$75/dayX 1 Day=\$75.00 TOTAL DEPOSITS DUE: \$0.00 Applicable Administrative Policy: City Participation in Community Events (Exhibit "D")

2023 Facility Use Permit Applications Overview

FACILITY USE APPLICATION NUMBER	ORGANIZATION	EVENT NAME/PURPOSE	DATE/TIME	TOTAL NUMBER OF DAYS/EVENTS REQUESTED	FACILITY(IES) REQUESTED	EVENT DETAILS	PROPOSED CONDITIONS OF APPROVAL Additional conditions may be added as deemed necessary by staff to ensure protection of City facility(ies) and the safety of participants/community	TOTAL FEES & APPLICABLE POLICIES
FUA 23-12	Muscle Dragger Promotions	Movie Filming	3/15/23-10/27/23 Exact Dates TBD	Exact number of days TBD	William Robert Johnston Municipal Airport	Number of attendees: 15 Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound equipment: None Businesses involved: None Promoter involved: None Is the event a Fundraiser? No	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A".	TOTAL FEES DUE: \$0.00 TOTAL DEPOSITS DUE: \$0.00 Applicable Administrative Policy: None
FUA 23-13	Westside Youth (Non-Profit Organization)	Open Market (Non-Profit Organization)	3/15/23-12/31/23 Every Wednesday 3pm-10:30pm	42 Days	Rojas- Pierce Park Parking Lot and part of Smoot Street	Number of attendees: 75-300 Admission fee: None Alcoholic beverage: None Live band, DJ, music, or sound equipment: Yes Business involved: None Promoter involved: None Is the event a Fundraiser? Yes, all proceeds benefit Westside Youth, Inc.	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant must contract security services as required by the Chief of Police, or their designee, and in accordance with the City's requirements for contracting security services. Applicant must obtain a City Noise Permit. Applicant must contract for trash services. Applicant must provide portable restrooms. Applicant must obtain a City Entertainment Encroachment Permit. Applicant will not encroach on sidewalks and driveways, and will comply with an additional encroachment conditions as required by the City. Applicant shall ensure that all vendors and businesses participating in the event obtain a City business license and that said vendors and businesses maintain their business license with them during the event.	TOTAL FEES DUE: \$1,640.00 (First day event fees waived 100%, all days after fees waived 50%) TOTAL DEPOSITS DUE: \$0.00 Total Fees Waived: \$1,720.00 Entertainment Encroachment Permit: \$75/day X 42 days= \$3,150.00 Noise Permit: \$5/day X 42 days= \$210.00 Applicable Administrative Policy: Event Permit for Non-Profit Organizations (Exhibit "C")
FUA 23-14	Mendota Youth Baseball (Body within Mendota Youth Recreation, a non-profit organization)	Baseball Games	3/20/23-7/6/23 Tuesdays and Thursdays from 6pm-9pm; Saturdays Time TBD	Exact number of days TBD (Dependent on number of Saturdays)	Benny Mares Sr. Baseball Field and New Baseball Field	Number of attendees: 100 Admission fee: None Alcoholic beverages: None Live band, DJ, music, or sound: None Business involved: None Promoter involved: None Is the event a Fundraiser? Yes, all proceeds benefit Mendota Youth Baseball	Applicant must comply with all City General Conditions of Approval as listed in Exhibit "A". Applicant (and those participating in the event held by the Applicant) are not permitted to use cleats with metal spikes on the field. Applicant (and those participating in the event held by the Applicant) are not permitted to use the field when it is wet or if it is raining.	TOTAL FEES DUE: \$0.00 TOTAL DEPOSITS DUE: \$250.00 Applicable Administrative Policy: None

EXHIBIT A

CITY OF MENDOTA GENERAL CONDITIONS OF APPROVAL

-Applicant must obtain and provide the City with certificates of insurance evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), and which shall specify the city and the applicant as named insured, in accordance with Mendota Municipal Code Section 12.20.110. It is the responsibility of the Applicant to ensure that the insurance coverage covers the time period that the Applicant is utilizing the City facility(ies).

-Applicant must complete the key-check out form (if applicable) prior to checking out the key to the facility and abide by its terms and conditions. The key to the facility will be provided to the applicant on the dates listed in the final Facility Use Permit Application approval letter.

-Applicant will work with the City and any additional organizations that may need to use the facility(ies) on the days and times (for short period events/reasons) that it is being used by the Applicant.

-Applicant will utilize the facility(ies) only on the times and days that have been outlined above, must notify the city two (2) days in advance or as soon as possible if the facility will not be occupied during a specific day/time, and will provide the City with any updates to its schedule, including any changes that cause the field to be unused when it was previously declared to be used.

-Applicant must obtain all necessary permits and licenses (included but not limited to permits and licenses required by the County of Fresno and the City of Mendota, and any additional required by local and state law) to sell food and non-food products for any and all vendors. Said permits and licenses must remain on the premises and accessible for inspection during the sale of such products.

-Applicant must maintain the facility(ies) based on their use (including picking up trash, cleaning the area, etc.) and immediately report any observed problems, whether or not caused directly by their use, to Mendota City Hall or the City's designated employee.

-Applicant will not permit the sale or consumption of alcohol on the facility(ies) unless previously approved by the City.

EXHIBIT C

**ADMINISTRATIVE POLICY
NUMBER 2004.01
(amended January 28, 2014)**

EVENT PERMIT FOR NON-PROFIT ORGANIZATIONS

I. PURPOSE AND AUTHORITY FOR POLICY

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

II. DEFINITIONS

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

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

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

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

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

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

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

III. POLICY

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

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

IV. APPLICATION

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

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

EXHIBIT D

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.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AMENDMENT TO THE EMPLOYMENT
CONTRACT OF THE CITY MANAGER**

RESOLUTION NO. 23-16

WHEREAS, Cristian Gonzalez is the appointed City Manager of the City of Mendota (“City”) and serves under an employment agreement between himself and the City, dated December 9, 2020; and

WHEREAS, the City and Mr. Gonzalez wish to execute a revised agreement to extend Mr. Gonzalez’s term of employment for an additional three years; and

WHEREAS, per the parties’ prior negotiations, the City Council intends to revisit the subject of Mr. Gonzalez’s compensation and engage in additional discussions to that end as part of the forthcoming City Management Group negotiations scheduled in July 2023; and

WHEREAS, the City has prepared a revised employment agreement, which is attached hereto as Exhibit “A” and incorporated herein by this reference, reflecting the parties’ agreement regarding Mr. Gonzalez’s continued employment with the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council of the City of Mendota hereby resolves as follows:

SECTION 1. Resolution No. 23-16 is hereby adopted to approve and incorporate the revised employment agreement containing the terms and conditions of the City Manager’s continued employment, as reflected in Exhibit “A” attached hereto.

SECTION 2. The employment agreement attached hereto as Exhibit “A” shall be effective as of March 14, 2023, unless otherwise specifically indicated within Exhibit “A”.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT

AN AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF
MENDOTA (HEREINAFTER CALLED "CITY") AND CRISTIAN GONZALEZ
(HEREINAFTER CALLED "EMPLOYEE")

WHEREAS, Cristian Gonzalez ("EMPLOYEE") is currently employed by the City of Mendota (the "CITY") as its City Manager; and

WHEREAS, the CITY desires to extend a three (3) year employment contract to EMPLOYEE; and

WHEREAS, it is the desire of the CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, effective March 14, 2023, the parties agree as follows:

Section 1. DUTIES

A. CITY hereby agrees to designate EMPLOYEE (Cristian Gonzalez) as City Manager of the City of Mendota to perform the functions and duties specified in applicable City ordinances, applicable law, and current job description as the same presently exist or may hereinafter be amended, and to perform other legally permissible and proper duties and functions consistent with the position of City Manager and which the City Council may from time to time assign at City Council meetings. EMPLOYEE shall continue to perform his duties as the CITY'S Director of Public Works and Planning. In addition, EMPLOYEE shall perform the duties of Economic Development Director and Building Official.

B. The City Council retains ultimate authority over all decisions respecting the CITY, but has delegated authority to the City Manager as the operational chief of the CITY, and all employees, both regular and contract, report directly to him, excepting only the City Attorney. This operational authority extends to all areas of assignments, duties, reporting, discipline, evaluation, and termination. In keeping with the duties delegated to the City Manager, all

directives of the City Council to CITY's Department Heads and their departments shall be made through the City Manager.

C. Notwithstanding the foregoing, the City Manager shall use his best efforts to comply with the legal directives enacted by a majority of a quorum of the City Council, and to implement such directives and other CITY policies according to prevailing professional standards. It is understood by both parties that pursuant to the CITY'S Ordinance Code and applicable law, the EMPLOYEE reports to the entire City Council and not a single Council Member and from time to time may render decisions and make recommendations that the EMPLOYEE believes serve the best interests of the CITY, even though such decisions or recommendations may conflict with the preferences of individual members of the City Council or the Mayor. The City Council recognizes that these conflicts may arise and will endeavor to evaluate the performance of the City Manager solely on professional criteria as to what is the best in terms of the City of Mendota as a whole.

Section 2. COMPENSATION AND TERMS OF SERVICE

A. **Compensation.** EMPLOYEE'S annual salary shall be in the amount of one hundred seventy thousand dollars (\$170,000) per year from and after the Effective Date. The City Council will evaluate the EMPLOYEE every twelve (12) months after the Effective Date to conduct a performance evaluation of EMPLOYEE. The evaluation shall include consideration of the EMPLOYEE's performance of his duties as City Manager, Director of Public Works, Director of Planning, Economic Development Director, and Building Official. If the annual evaluations of EMPLOYEE are deemed satisfactory by the City Council, CITY shall adjust the annual salary in the amount that is determined appropriate during the evaluation. The City Council may evaluate EMPLOYEE more frequently than provided herein if a majority of the City Council wish to do so.

B. Benefits. Except as otherwise provided herein, EMPLOYEE will retain his existing benefits as set forth in Resolution No. 19-43, attached hereto as Exhibit "A" and incorporated herein by this reference, and any amendments thereto, which remain unchanged.

C. Professional Development Activities. Subject to review and approval by the City Council and CITY budget limitations, CITY may pay the registration, enrollment, and/or other related expenses incurred by EMPLOYEE for professional and official travel, meetings, and occasions useful to the continued professional development of EMPLOYEE and to adequately pursue necessary, official, and other related functions for CITY. Provided that necessary funds are appropriated, EMPLOYEE may make use of educational programs provided by organizations such as the California League of Cities or the International City/County Management Association ("ICMA"). Membership in ICMA shall be paid by the CITY for the benefit of EMPLOYEE, who shall conform his conduct to the ICMA.

D. Evaluation. If, after an evaluation of the EMPLOYEE's performance of his duties, the City Council determines that EMPLOYEE is not satisfactorily performing his duties as specified herein and that it is in the best interests of the CITY, the City Council may vote to remove EMPLOYEE from his role as City Manager.

E. Severance Benefits. If the EMPLOYEE's employment with the CITY ends prior to the expiration of three (3) years, pursuant to an involuntary separation from employment, EMPLOYEE shall receive an aggregate severance payment in the amount of six (6) times the total monthly value of his salary, health insurance, and retirement benefits which EMPLOYEE is receiving on the last day of actual employment according to the provisions of Section 2.A. The severance payment shall be made in installments on a schedule similar to the CITY's then-existing payroll schedule. No severance payment shall be due or owing unless the EMPLOYEE has signed a separation agreement which shall include a statement that the severance payment

resolves all issues or claims, known or unknown, relating to the employment relationship and this Agreement. Any and all amounts paid pursuant to Section 2.E shall be fully reimbursed by EMPLOYEE to CITY if EMPLOYEE is convicted of a crime involving abuse of his office or position as required by Government Code Section 53243.2.

For the purposes of this Section 2:

1. “last day of employment” means a day in which the EMPLOYEE is performing the services or functions of his office, and does not include a vacation day, holiday, administrative leave day or other paid or unpaid day off.

2. “total monthly value of base salary, health insurance, and retirement benefits” does not include vacation, sick leave, or other accrual of paid time off.

3. “involuntary separation” shall mean discharge or dismissal by the City Council or the EMPLOYEE’s resignation following a salary reduction greater in percentage than an across-the-board reduction for all employees, or his resignation following a witnessed or written suggestion to him, by the City Council, that he resign. Involuntary separation does not include termination for a cause for discipline, or a resignation under circumstances other than those described above.

F. Acknowledgment of “At Will” Nature of Employment; Notice of Termination. This Agreement creates a mutually binding “at will” employment relationship which may be terminated by either party without advance notice or cause, subject to the provisions herein. Before voluntarily resigning his position, EMPLOYEE agrees to give City Council at least four (4) weeks’ notice in writing of his intention to resign, stating the reasons therefore and the effective date thereof. CITY, with EMPLOYEE’s concurrence, may waive notice and permit resignation to take immediate effect.

G. Rights in Connection with Separation or Termination. The parties agree that the rights set forth in this Agreement shall be the exclusive rights available to the parties in the event of termination or separation from the employment.

Section 3. GENERAL PROVISIONS

A. Validity of Agreement; Severability. If any paragraph or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, it shall be deemed severable from this Agreement and shall not invalidate the remainder of the paragraph in which it is located or the remainder of this Agreement.

B. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof, and supersedes any prior agreement between the parties on the subject matter hereof. No promises, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents or to obtain legal or other advice relevant to this Agreement constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

C. Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.


D. Modifications Shall Be In Writing and Authorized by the City Council. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the

parties. Any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Mendota.

E. Attorney's Fees. In the event of any action or proceeding, sounding in contract or tort, related this Agreement, the prevailing party in such action, or the non-dismissing party when the dismissal occurs other than by a settlement, shall be entitled to recover its reasonable costs and expenses through appeal, including without limitation reasonable attorneys' fees and costs and expert fees and costs paid or incurred in good faith. This attorneys' fees clause applies in alternative dispute proceedings and bankruptcy proceedings, including efforts to obtain relief from stay. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, the party who obtains substantial relief sought in the action, and as otherwise defined by law.

F. Notices. Any notices required by law or this Agreement shall be in writing and deemed delivered when given in person or sent by first-class mail with postage prepaid and addressed as follows:

For CITY:
City Clerk, City of Mendota
643 Quince Street
Mendota, CA 93640

For EMPLOYEE:
Cristian Gonzalez


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 2023.

CITY OF MENDOTA

EMPLOYEE

BY: _____
Victor Martinez, Mayor

BY: _____
Cristian Gonzalez

APPROVED AS TO LEGAL FORM:

John P. Kinsey
Mendota City Attorney

ATTEST:

Celeste Cabrera-Garcia, City Clerk

Addendum to City Manager's Employment Agreement with City of Mendota

The ICMA Code of Ethics (with Guidelines) is reproduced in full below.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

TENET 1

We believe professional management is essential to efficient and democratic local government by elected officials.

TENET 2

Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

TENET 3

Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization. This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

TENET 4

Serve the best interests of the people.

GUIDELINES

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, programs, and services.

TENET 5

Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

TENET 6

Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

TENET 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

TENET 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

TENET 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

TENET 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

TENET 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

TENET 12

Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term “Gift” includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member’s official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member’s official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member’s personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on “Confidential Information”). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member’s family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest. Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

EXHIBIT A

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER OF REVISING THE
MANAGEMENT BENEFIT RESOLUTION**

RESOLUTION NO. 19-43

WHEREAS, the City Council of the City of Mendota has adopted resolutions setting the compensation of non represented City employees, hereinafter "Management Employees"; and,

WHEREAS, the City Council of the City of Mendota wishes to modify the benefits and compensation of Management Employees, as set forth by resolutions 14-13, 15-49, 18-26 and 19-22; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mendota that the compensation and benefits policy for Management Employees is set, established, and modified to read in full as follows:

- 1) **PERSONNEL RULES:** Mendota Personnel rules, adopted March 22, 2016, by Resolution 16-14 are enforceable and incorporated herein by reference.
- 2) **SALARY SCHEDULE:** Rates for "Employees" shall be as set forth in a Step Plan to be revised by population periodically based on salary survey of like cities.
- 3) **COLA:** Management Employees shall receive an annual cost of living salary increase of:
3% effective July 1, 2018 and for the remainder of Fiscal Year 2018-2019
- 4) **TOTAL COMPENSATION:** All compensation paid to or on behalf of all City Employees, including benefits, insurances, shall be considered a part of Employees total compensation package. The Management Compensation Plan shall apply to all employees classified as "Management". Such Employees shall continue their eligibility for existing or future compensation programs, which may be applicable to other Employees unless made inapplicable by Council action.
- 5) **STEP INCREASES:** Management Employees shall be evaluated annually no later than the anniversary date of the employees appointment to his/her position by the City Manager. Employees who receive "satisfactory" or better on their overall evaluation shall receive a step increase consistent with the Step Plan.
- 6) **PENSION PLANS:** The benefit contract in effect between the City of Mendota and the Public Employees Retirement System (PERS) on behalf of eligible permanent

full-time employees of this unit is 2% at age 62. The employee will make the full employee contributions to the plan. The employer will make the full employer contributions to the plan.

All new employees hired on or after January 1, 2013 and are new Miscellaneous members of Public Employees Retirement System (PERS), pursuant to the Public Employee's Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan. All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code.

The City shall maintain the existing Section 401(k) Pension Plan. Employees are eligible to make contributions after 6 months of regular full-time employment.

For safety personnel who is excluded from the CalPERS contract, the City will contribute 5% of each participating employee's base salary, contingent on participating employee contributing at least three percent (3%) of his/her base salary within the plan.

SDI: City shall pay the full amount of Employee's S.D.I.

7) ADMINISTRATION DAYS: Employees shall receive ten (10) Administrative leave days on July 1st of each fiscal year. Unused leave can either be paid out once during the fiscal year or up to 20 hours of unused administrative leave may be carried over to the following fiscal year.

8) VACATION: Vacation shall accrue at the rate of 6.666 hours per month. Employees with at least 5 years plus one day of service shall accrue vacation at the rate of 10 hours a month to be carried over annually. Management employees may receive payment at their regular salary rate of up to 80 hours of accrued vacation time per fiscal year.

9) SICK LEAVE: Employees shall accrue eight (8) hours a month accumulated sick leave. Employees who become ill while on vacation may charge their sick leave accounts for the time sick. Sick leave to be carried over annually.

10) BEREAVEMENT LEAVE: Employees shall be entitled to use up to 24 hours bereavement leave for each occurrence, not to exceed a total of 48 hours, upon approval of City Manager.

11) UNUSED SICK LEAVE: Upon death, retirement, resignation, layoff or termination, unused accumulated sick leave shall be paid at the Employees last salary rate as follows: More than 5 years City service: 25%; more than 10 years City service: 35%; more than 20 years City service: 50%.

12) HOLIDAY: Employees shall have thirteen (13) 8-hour and three (3) 4-hour paid Holidays annually, and any day or part of day declared by the President of the United States or Governor of California to be a national day of mourning or celebration.

Holidays shall be same as for Represented General Employees, and if additional Holidays are added, Management Employees shall have their Holidays match. In the interest of maintaining a minimum level of service to the community, management employees may be required to work on a declared day of mourning. The employee will be compensated at their regular rate of pay but shall be entitled to eight (8) hours of compensatory time off to be taken at the Employees discretion with approval of the City Manager.

13) FLOATING HOLIDAY: Employees shall receive one 8-hour day of floating holiday leave on July 1st of each year. Unused floating holiday leave will be paid out once per fiscal year.

14) HEALTH BENEFITS: Employees shall receive fully paid City health benefits for themselves and their dependents which shall include: Medical, Dental, and Vision. Plans should be equal to or better than what plans represented General Employees receive. Employee covered by Health Insurance from different source other than City may elect to receive payment in lieu of coverage in the amount of \$500.00.

15) LIFE INSURANCE: Employees shall receive a Fifty Thousand dollar (\$50,000.00) Term Life Insurance Policy, paid by the City.

16) EDUCATIONAL REIMBURSEMENT PROGRAM: Employees shall be reimbursed for tuition and book expenses actually incurred (\$334 per academic term, not to exceed \$1,000 per fiscal year) for attending classes on their own time, which would be a direct benefit to the individual employee and the City, as approved by the City Manager. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition and/or book expenses paid to said employee within the past 12 months shall be returned to the City by resigning employee.

17) OVERTIME: Employees are "Management Personnel" and are not eligible for overtime pay.

18) REST PERIODS: Employees shall be allowed rest periods not to exceed fifteen (15) minutes each, once before lunch and once after lunch, during work shift without loss of pay.

19) HOURS OF WORK: Daily hours of work for employees shall be assigned by the City Manager as required to meet the operational needs of the City. City Hall Management staff 8:00 a.m. to 5:00 p.m. Public Works Director and Building Inspector/Public Works Superintendent shall maintain similar hours as Public Works staff or as assigned by the City Manager.

20) CITY AND PERSONAL VEHICLE: A City vehicle and fuel will be assigned to the City Manager, the Chief of Police, the Police Lieutenant, the Public Works Director, Public Works Superintendent, Chief Plant Operator, Public Utilities Director, and the

Building Inspector for his/her use in performing his/her official duties that, except as otherwise authorized by the City Council, shall be returned to the city yard at the earlier of the end of the shift or performance of such official duties.

A City vehicle and fuel will be available to management staff not assigned a City vehicle, to use for City business. In the event that a City vehicle is not available, employee's use of personal vehicle for City business shall be compensated at a rate established by the IRS mileage rate.

The City Manager, Public Works Director, Chief of Police, and Police Lieutenant are permitted to use such assigned vehicles to commute between work and personal residence.

21) LEAGUE AND DEPARTMENT CONFERENCES: Employees are authorized to attend appropriate meetings and conferences relating to their employment activities and to be given a flat rate per diem rate, lodging, and mileage, as set by City Council.

22) ANNUAL RECONSIDERATION: The above listed items to remain in force. Employees may request the City Council to annually review the Management Employee Compensation and Benefit Plans and make changes or additions with a new resolution amending this resolution.

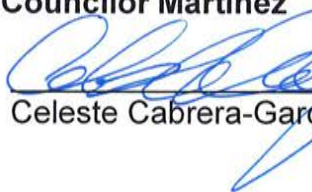


Robert Silva, Mayor


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 25th day of June 2019 by the following vote:

AYES: 3 – Mayor Silva, Councilors Mendoza and Rosales
NOES: 0
ABSENT: 2 – Mayor Pro Tem Castro and Councilor Martinez
ABSTAIN: 0



Celeste Cabrera-Garcia, City Clerk



AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING THE CITY MANAGER TO PURCHASE TWO VEHICLES FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$120,000.00 PLUS TAXES AND FEES AND EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASES
DATE: MARCH 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-17, authorizing the City Manager to purchase two vehicles for the Public Works Department in an amount not to exceed \$120,000.00 plus taxes and fees and execute all documents necessary to effectuate the purchases?

BACKGROUND

The City of Mendota (“City”) purchases vehicles for its Public Works Department (“Department”) regularly to ensure that the department has reliable transportation in order to provide essential services. The 2022-2023 fiscal year budget was approved back in July of 2022, and included \$120,000 for the purchase of Department vehicles. Usually, the City either participates on a government contract purchase process or obtains three (3) quotes and then requests approval from the City Council to proceed with the purchases.

ANALYSIS

Currently, due to the impacts of the Covid-19 pandemic, the climate and process for purchasing vehicles has dramatically changed. Availability has decreased, therefore, bringing back three (3) quotes is not practical since most vehicles are not lasting more than a few days at the dealerships before they are sold. This has also made purchasing through a government contract purchase impossible. As such, staff is requesting that the City Council authorize the City Manager to purchase one fleet construction body truck for operations, and another full-size SUV for the Public Works Director/City Manager to utilize for his duties with a not to exceed amount of \$65,000 (plus taxes and fees) for the SUV and a not to exceed amount for a fleet truck of \$55,000 (plus taxes and fees).

FISCAL IMPACT

The fiscal impact for the project will be funded through the water, sewer and general funds. Though the amount approved in budget was approximately \$120,000.00, it may exceed that amount by 10% depending on taxes and fees.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-17, authorizing the City Manager to purchase two vehicles for the Public Works Department in an amount not to exceed \$120,000.00 plus taxes and fees and execute all documents necessary to effectuate the purchases.

Attachment:

1. Resolution No. 23-17

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO PURCHASE TWO
VEHICLES FOR THE PUBLIC WORKS
DEPARTMENT IN AN AMOUNT NOT TO
EXCEED \$120,000.00 PLUS TAXES AND FEES
AND EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THE
PURCHASES**

RESOLUTION NO. 23-17

WHEREAS, the City of Mendota (the “City”) purchases vehicles for the Public Works Department (the “Department”) to ensure that Department has reliable transportation to provide essential services the community and its residents; and

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

WHEREAS, the current economic climate surrounding purchasing vehicles has made it increasingly difficult, if not impossible, to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the Mendota Municipal Code (“MMC”); and

WHEREAS, pursuant to MMC section 2.48.090, subdivision (E), City staff may dispense with competitive bidding requirements where there are “limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations or other valid reasons for proceeding without competitive bidding. . . .”; and

WHEREAS, in order to ensure that the Department maintains reliable transportation to continue serving the community by protecting its health, safety, and welfare, it is imperative that the City Council authorize the purchase of these vehicles through direct sale with a previously approved “not to exceed” amount.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council authorizes the City Manager, or their designee, to purchase two vehicles for the Public Works Department in an amount not to exceed \$120,000.00 plus taxes and fees and execute all documents necessary to effectuate the purchases.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA RATIFYING
AND EXTENDING THE PROCLAMATION
OF LOCAL EMERGENCY ISSUED BY THE
DIRECTOR OF EMERGENCY SERVICES
ON MARCH 9, 2023, TO ADDRESS RAIN
AND FLOODING THROUGHOUT THE CITY**

RESOLUTION NO. 23-18

WHEREAS, the City of Mendota (“City”) is empowered to protect the health and safety of its citizens; and

WHEREAS, Government Code section 8630 and Mendota Municipal Code section 2.44.060 empower the City Manager, serving as the City’s Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 9, 2023, the City’s Director of Emergency Services issued a Proclamation of Local Emergency (“Proclamation”), which included the following Recitals:

WHEREAS, the City’s Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City—caused by flood, storm, torrential rain, and wind—which began on the 9th day of March, 2023, and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of the existence of a local emergency, and immediate action is necessary to mitigate potential public calamity; and

WHEREAS, the City Council is not in session and cannot immediately be called into session.

(Proclamation, March 9, 2023, p. 1.)

WHEREAS, the City Council agrees with the assessment of the weather conditions provided by the City’s Director of Emergency Services in the Proclamation; and

WHEREAS, it is imperative that City staff are provided the necessary tools and authorizations to ensure the health and safety of community members within the City; and

WHEREAS, the aforesaid conditions warrant and require immediate action to mitigate potential public calamity as the rain and flooding issues continue throughout the City.

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

SECTION 1. Declares that the March 9, 2023, Proclamation of a Local Emergency is hereby confirmed, ratified, and extended until the earlier of:

(1) issuance of a written determination by the City Director of Emergency Services that the conditions that gave rise to this local emergency no longer present a danger to the community; or

(2) sixty (60) days from the date of this Resolution.

SECTION 2. Directs City staff to carry out and enforce the provisions of the March 9, 2023, Proclamation of Local Emergency, this Resolution, and all applicable

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES & ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CALPERS CONTRACT AMENDMENT TO ADD THE SAFETY CATEGORY
DATE: MARCH 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-19, approving an amendment to the contract between the Board of Administration, California Public Employees' Retirement System and the City of Mendota, and consider introducing and waiving the first reading of Ordinance No. 23-01 and scheduling the public hearing for March 28, 2023?

BACKGROUND

In 2016, the City of Mendota (“City”) entered into a contract with the Board of Administration, California Public Employees' Retirement System (“CalPERS”). This agreement excluded the safety category as a result of the majority of those safety category employees voting against membership.

In the current Memorandum of Understanding (“MOU”) between the City and Operating Engineers Local Union No.3, which represents the Mendota Police Officers Association (“OE3/MPOA”), under Article I (E), there is an agreement for a reopener to discuss and consider CalPERS, with the intention to implement CalPERS on or around July 1, 2023, contingent on the Mendota Transactions and Use Tax Measure (“Measure H”) being approved by the voters in the November 2022 election. Prior Measure H passing, the City Council directed the City Manager to move forward with CalPERS for the safety category. As a result, the City requested a valuation report in August 2022.

Measure H was approved in the November 2022 general election to provide additional funding for essential City of Mendota services, including, but not limited to, improving parks and roads. Measure H implements a new 1.25% transactions and use tax, providing an estimated \$493,498 annually unless repealed, subject to publicly available annual audits with all funds benefitting Mendota residents.

The City’s negotiation team met with OE3/MPOA and with City Council separately, providing both groups the valuation report which provided projected costs. Staff was directed to move forward with the CalPERS contract amendment to include the safety category and eliminate the match for the 401k plan effective the same pay period in which the safety category for CalPERS becomes effective. The City met and conferred with OE3/MPOA and reached an agreement to move forward with the CalPERS contract amendment to include the safety category and

eliminate the match for the 401k plan effective the same pay period in which the safety category for CalPERS becomes effective.

ANALYSIS

The City Council of the City shall not include any group in a contract with the Board of Administration of CalPERS if a majority of that group's members vote to disapprove the proposed plan. (Gov. Code, § 20470.) As such, if the City Council adopts Resolution No. 23-19, employee ballots will be given to all eligible safety category employees so they can cast their vote independently regarding the proposed plan.

Provided by Finance Director Banda:

Ideally, the Police Department/City Council Chambers ("PD/CC Project"), would be complete, and the City would be in the first year of budgeting and paying for the debt service, prior to considering implementation of CalPERS for public safety. With the information NHA presented last year, the City would only be able to take on a debt service payment of \$125,000.00 if CalPERS for the safety category were to be implemented. Based on the last presentation for the PD/CC Project the debt service would be \$232,000.00. It is important to clarify that at the time of the presentations mentioned above, the City did not include the American Rescue Plan Act funds as a factor and the City did not have confirmation of Measure H passing. These additional sources of funds may have offset the City ability to pay the debt service for the PD/CC, however it is important to note that the revenue streams generated from cannabis and sales tax are unpredictable.

FISCAL IMPACT

Provided by Finance Director Banda:

FY22/23- \$9,381.57 (Only including the 2023 pay periods 12 and 13) based on the 12.78% employer cost rate.*

FY23/24- \$129,213.17 based on the 13.54% employer cost rate.*

**The Finance Director prepared the fiscal impact estimates by including only the base pay of the currently active employees that fall under the safety category. Once the City is informed of what incentive pays are considered reportable compensation by CalPERS, then the numbers will be recomputed and they will increase. Lastly, we currently have 3 positions vacant (1-R-124 Police Officer; 1-Police Officer; & 1-Sergeant) which are not included in the calculation, and it is important to note that any additional safety positions added will increase the costs respectively.*

RECOMMENDATION

Staff recommends that the City Council consider the information provided and direct staff on how to proceed in regard to Resolution No. 23-19 and consider introducing and waiving the first reading of Ordinance No. 23-01 and scheduling the public hearing for March 28, 2023.

Attachments:

1. Attachment 1 – Actuarial Valuation Report for Proposed PEPRA Safety Police Plan for City of Mendota
2. Resolution No. 23-19
3. “Exhibit” - Contract Amendment
4. Ordinance No. 23-01
5. “Exhibit” - Contract Amendment



California Public Employees' Retirement System Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

November 2022

Proposed PEPRA Safety Police Plan for City of Mendota

(CalPERS ID: 7745628127)

New Category Actuarial Valuation Report as of November 30, 2022

2.7% @ 57 PEPRA Safety with 3-year Final Average Compensation, 0% Prior Service

Dear Employer,

Enclosed please find a copy of the actuarial valuation conducted to determine the required contributions if the Safety Police Plan of the City of Mendota **elects to participate in the California Public Employees' Retirement System (CalPERS)**. This valuation is based on a valuation date and a contract start date of November 30, 2022. CalPERS staff actuaries are available to discuss the contents of this report with you.

In the event your public agency elects to contract for the new category, your employees will be entitled to retirement benefits as provided by CalPERS per the Public Employees' Retirement Law. The contract for CalPERS membership will specify that, to the extent, if any, your employees may claim entitlement to additional benefits resulting from prior membership in a different retirement plan, such benefits will be the responsibility of your agency alone, and not of CalPERS.

Required Contribution

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability	PEPRA Employee Rate
2022-23	12.78%	\$0	13.00%
2023-24	13.54%	\$0	13.75%
<i>Projected Results</i>			
<i>2024-25</i>	<i>13.5%</i>	<i>\$0</i>	<i>TBD</i>

The rates shown above will be in effect unless there are further benefit or funding changes. If the membership or asset information is significantly different at the actual contract date, or if the actual contract effective date is delayed beyond the proposed effective date of November 30, 2022 by more than 90 days, the employer contribution rates shown above may have to be recalculated. The contribution rates shown above were based on the results of the June 30, 2020 and June 30, 2021 valuations.

The Employer Amortization of Unfunded Accrued Liability will be invoiced monthly, in an amount equal to one-twelfth of the annual amount, beginning the July following the contract date. As such, the FY 2023-24 payment of \$0 assumes a contract date during FY 2022-23. The Estimated Employer Normal Cost for FY 2022-23 will depend on the number of applicable payroll reporting periods during the Fiscal Year.

In accordance with PEPRA, the member contribution rates shown above are set at 50% of the expected normal cost rate for the benefits that will apply to your PEPRA Safety Police Plan during the fiscal years provided. Note that the member contribution rate may change over time if the total normal cost for PEPRA members fluctuates by more than 1% of payroll in future valuations.

Risk Analysis

The actuarial calculations supplied in this communication are based on a number of assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The differences between actual experience and the assumptions are called actuarial gains and losses and **serve to lower or raise the employer's rates from year to year. So, the rates will fluctuate, especially** due to fluctuations in investment return.

The actuarial methods and assumptions used in determining your rate can be found in Section 2, Appendix A. A list of class 1 benefit provisions used in determining your rate is included in Section 1 of the report. A description of these provisions can be found in Section 2, Appendix B.

Please see the Contribution Volatility and Other Risks section of this report for a discussion of factors that can lead to volatility in actuarial valuation results, including required contributions, in the future.

If your agency would like to consider other benefit formulas or other combinations of benefit provisions, please contact us and we will be pleased to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Terando', written over a light-colored rectangular background.

SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA
Chief Actuary, CalPERS



New Category
Actuarial Valuation
as of November 30, 2022

For the
Proposed PEPRA Safety Police Plan of the
City of Mendota,
2.7% @ 57 PEPRA Safety Formula with
3-year Final Average Compensation and
0% Prior Service

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Section 1 – Plan Specific Information

Section 2 – Risk Pool Actuarial Valuation Information

Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Plan Specific Information
for the
Proposed PEPRA Safety Police Plan of
the
City of Mendota

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Actuarial Certification

This report was prepared in order to provide the employer with information about the cost of benefits and the contributions required in order to assist in the decision as to whether or not to contract for the benefits.

Use of this report for other purposes is inappropriate.

Section 2 of this report is based on the member and financial data as of June 30, 2021 provided by employers participating in the Safety Pool to which the proposed plan will belong and the benefit provisions under the CalPERS contracts for those agencies.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the risk pool that will contain your PEPR Safety Police Plan has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool of the June 30, 2021 valuation date and as prescribed by the CalPERS Board of Administration according to provisions set forth **in the California Public Employees' Retirement Law.**

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the plan, it is my actuarial opinion that the proposed employer contribution as of November 30, 2022 has been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



TONY CUNY, ASA, MAAA
Senior Actuary, CalPERS

Highlights and Executive Summary

- Introduction
- Purpose of Section 1
- Required Employer Contributions
- **Plan's Funded Status**
- Projected Employer Contributions
- Subsequent Events

Introduction

This report presents the results of the November 30, 2022 new category actuarial valuation of the PEPRA Safety Police Plan of the City of Mendota. This actuarial valuation sets the required employer contributions for Fiscal Years 2022-23 and 2023-24.

Purpose of Section 1

This Section 1 report for the PEPRA Safety Police Plan of the City of Mendota **of the California Public Employees' Retirement System (CalPERS)** was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of November 30, 2022;
- Determine the minimum required employer contribution for this plan for the fiscal years July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024; and
- Provide actuarial information as of November 30, 2022 to the CalPERS Board of Administration and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to GASB Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is required.

The measurements shown in this actuarial valuation may not be applicable for other purposes. The employer should contact their actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; and changes in plan provisions or applicable law.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A **"Scenario Test,"** projecting future results under different investment income returns.
- A **"Sensitivity Analysis,"** showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A **"Sensitivity Analysis,"** showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

Required Employer Contributions

	Fiscal Year
Required Employer Contributions	2023-24
Employer Normal Cost Rate	13.54%
<i>Plus</i>	
Required Payment on Amortization Bases ¹	
1) Monthly Payment	\$0
<i>Or</i>	
2) Annual Prepayment Option*	\$0
Required PEPRA Member Contribution Rates	13.75%
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p>	

	Fiscal Year 2022-23	Fiscal Year 2023-24
Development of Normal Cost as a Percentage of Payroll ¹		
Base Total Normal Cost for Formula	25.78%	27.290%
Surcharge for Class 1 Benefits ²		
None	0.000%	0.000%
Plan's Total Normal Cost	<u>25.78%</u>	<u>27.29%</u>
Plan's Employee Contribution Rate	<u>13.00%</u>	<u>13.75%</u>
Employer Normal Cost Rate	12.78%	13.54%
Projected Payroll for the Contribution Fiscal Year ³	\$850,254	\$874,061
Estimated Employer Contributions Based on Projected Payroll		
Plan's Estimated Employer Normal Cost⁴	TBD	\$118,348
Plan's Payment on Amortization Bases	<u>0</u>	<u>0</u>
Estimated Total Employer Contribution	TBD	\$118,348

¹ The Monthly Employer Dollar UAL Payment will be charged beginning the July following the contract date. As such, the FY 2023-24 Monthly UAL payment of \$0 assumes a contract date during FY 2022-23. This payment is only to pay for prior service

² Appendix C of Section 2 contains the list of class 1 benefits with their corresponding surcharges.

³ Payroll from the prior year is assumed to increase by the 2.8% payroll growth assumption.

⁴ **The Plan's Estimated Employer Normal Cost for FY 2022-23** will depend on the number of applicable payroll reporting periods during the Fiscal Year. The FY 2023-24 amount assumes payments made for the entire Fiscal Year.

Plan's Funded Status

November 30, 2022

1. Present Value of Projected Benefits (PVB)	\$3,481,662
2. Entry Age Normal Accrued Liability (AL)	0
3. Plan's Market Value of Assets (MVA)	0
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	0
5. Funded Ratio [(3) / (2)]	N/A

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

Projected Employer Contributions

The table below shows projected employer contributions (before cost sharing) for the next six fiscal years. Projected results reflect the adopted changes to the discount rate described in Appendix A, "Statement of Actuarial Data, Methods and Assumptions" of the Section 2 report. The projections also assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2021-22)				
		2024-25	2025-26	2026-27	2027-28	2028-29
Normal Cost %	13.54%	13.5%	13.5%	13.5%	13.5%	13.5%
UAL Payment	\$0	\$0	\$0	\$0	\$0	\$0

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years where there is a large increase in UAL the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2021. Changes subsequent to that date are not reflected. Investment returns below the assumed rate of return may increase future required contributions while investment returns above the assumed rate of return may decrease future required contributions.

The projected employer contributions on Page 5 are calculated under the assumption that the discount rate remains at 6.8% going forward and that the realized rate of return on assets for FY 2021-22 is 6.8%.

This actuarial valuation report reflects statutory changes, regulatory changes and board actions through January 2022. Any subsequent changes or actions are not reflected.

Assets and Liabilities

- **Development of the Plan's UAL**
- **Schedule of Plan's** Amortization Bases
- Amortization Schedule and Alternatives

Development of the Plan's UAL

1.	Plan's Accrued Liability:	\$0
2.	Plan's Market Value Assets:	\$0
3.	Plan's Unfunded Accrued Liability: (1) - (2)	\$0

Schedule of Plan's Amortization Bases

The schedule of the plan's amortization bases is below.

- The assets, liabilities, and funded status of the plan are measured as of the date the new category is adopted: November 30, 2022.
- The required employer contributions determined by the valuation are for Fiscal Year 2023-24.

Reason for Base	Date Established	Ramp Up/Down 2023-24	Escalation Rate	Amortization Period	Balance 6/30/21	Payment 2021-22	Balance 11/30/22	Payment 2022-23	Amounts for Fiscal 2023-24	
									Balance 6/30/23	Scheduled Payment for 2023-24
PRIOR SERVICE	06/30/21	No Ramp	0.000%	N/A	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL					\$0	\$0	\$0	\$0	\$0	\$0

If the total Unfunded Liability is negative (i.e., plan has a surplus), the scheduled payment is \$0, because the minimum required contribution under PEPRA must be at least equal to the normal cost.

Amortization Schedule and Alternatives

The amortization schedule on the previous page shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative **"fresh start" amortization** schedules using two sample periods that would both result in interest savings relative to the current amortization schedule.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing **unfunded liability bases with a single "fresh start" base and amortizing it over a reasonable period.**

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	N/A Year Amortization		N/A Year Amortization	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2023	N/A	N/A	N/A	N/A	N/A	N/A
6/30/2024						
6/30/2025						
6/30/2026						
6/30/2027						
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6/30/2049						
6/30/2050						
6/30/2051						
6/30/2052						
Totals		N/A		N/A		N/A
Interest Paid		N/A		N/A		N/A
Estimated Savings				N/A		N/A

Risk Analysis

- Future Investment Return Scenarios
- Discount Rate Sensitivity
- Mortality Rate Sensitivity
- Maturity Measures
- Hypothetical Termination Liability

Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2041.

Assumed Annual Return FY 2021-22 through 2040-41	Projected Employer Contributions				
	2024-25	2025-26	2026-27	2027-28	2028-29
3.0% (5th percentile)					
Normal Cost Rate	13.5%	13.5%	13.5%	13.5%	13.5%
UAL Contribution	\$0	\$110	\$530	\$1,500	\$3,200
10.8% (95th percentile)					
Normal Cost Rate	13.9%	14.3%	14.1%	14.5%	14.8%
UAL Contribution	\$0	\$0	\$0	\$0	\$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of a one or two standard deviation investment loss in FY 2021-22 on the FY 2024-25 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2024-25.

Assumed Annual Return for Fiscal Year 2021-22	Required Employer Contributions	Projected Employer Contributions
	2023-24	2024-25
(17.2)% (2 standard deviation loss)		
Normal Cost Rate	13.54%	13.5%
UAL Contribution	\$0	\$0
(5.2)% (1 standard deviation loss)		
Normal Cost Rate	13.54%	13.5%
UAL Contribution	\$0	\$0

- Without investment gains (returns higher than 6.8%) in year FY 2022-23 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2021-22.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2024-25 as well as to model other investment return scenarios

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.50% and 2.30%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of November 30, 2022 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

Sensitivity to the Real Rate of Return Assumption

As of November 30, 2022	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	5.8%	6.8%	7.8%
Inflation	2.3%	2.3%	2.3%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	34.35%	27.29%	21.95%
b) Accrued Liability	\$0	\$0	\$0
c) Market Value of Assets	\$0	\$0	\$0
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$0	\$0	\$0
e) Funded Status	N/A	N/A	N/A

Sensitivity to the Price Inflation Assumption

As of November 30, 2022	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
Discount Rate	5.8%	6.8%	7.8%
Inflation	1.3%	2.3%	3.3%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	28.79%	27.29%	24.69%
b) Accrued Liability	\$0	\$0	\$0
c) Market Value of Assets	\$0	\$0	\$0
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$0	\$0	\$0
e) Funded Status	N/A	N/A	N/A

Mortality Rate Sensitivity

The following table looks at the change in the plan costs and funded ratio as of November 30, 2022 under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of November 30, 2022	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	27.65%	27.29%	26.95%
b) Accrued Liability	\$0	\$0	\$0
c) Market Value of Assets	\$0	\$0	\$0
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$0	\$0	\$0
e) Funded Status	N/A	N/A	N/A

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One **way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability** to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	November 30, 2022
1. Retired Accrued Liability	0
2. Total Accrued Liability	0
3. Ratio of Retiree AL to Total AL [(1) / (2)]	N/A

Another way to look at the maturity level of CalPERS and its plans is to look at the ratio of actives to retirees. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures, and members retire, the ratio starts declining. A mature plan will often have a ratio near or below one. The average support ratio for CalPERS public agency plans is 0.82.

Support Ratio	November 30, 2022
1. Number of Actives	14
2. Number of Retirees	0
3. Support Ratio [(1) / (2)]	N/A

Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

Asset Volatility Ratio (AVR)

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

Liability Volatility Ratio (LVR)

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The AVR, described above, will tend to move closer to the LVR as a plan matures.

Contribution Volatility	November 30, 2022
1. Market Value of Assets	\$0
2. Payroll	850,254
3. Asset Volatility Ratio (AVR) [(1) / (2)]	0.0
4. Accrued Liability	\$0
5. Liability Volatility Ratio (LVR) [(4) / (2)]	0.0

Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of November 30, 2022. The plan liability on a termination basis is calculated **differently compared to the plan's ongoing funding liability**. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the CalPERS Board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while funding risk is limited. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 2-year period centered around the June 30, 2021 valuation date.

Market Value of Assets (MVA)	Hypothetical Termination Liability ^{1,2} @ 1.00%	Funded Status	Unfunded Termination Liability @ 1.00%	Hypothetical Termination Liability ^{1,2} @ 2.25%	Funded Status	Unfunded Termination Liability @ 2.25%
\$0	\$0	0.0%	\$0	\$0	0.0%	\$0

¹ The hypothetical liabilities calculated above include a 5% contingency load in accordance with Board policy. Other actuarial assumptions can be found in Appendix A of the Section 2 report.

² The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 2.00% on June 30, 2021.

In order to terminate the plan, you must first contact our Retirement Services Contract Unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to give you a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. CalPERS advises you to consult with the plan actuary before beginning this process.

This information is intended to give the employer an estimate of the cost to terminate the plan. However, once a plan enters into contract with CalPERS, a plan is prohibited from terminating in the first five years.

Participant Data

The table below shows a summary of **your plan's** member data upon which this valuation is based:

	November 30, 2022
Reported Payroll	\$850,254
Projected Payroll for Contribution Purposes	\$874,061
Number of Members	
Active	14
Transferred	0
Separated	0
Retired	0

List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None

Plan's Major Benefit Options

Shown below is a summary of your agency's proposed major optional benefits. A description of principal standard and optional plan provisions can be found in Appendix B of Section 2.

Benefit Provision	Benefit Group	
	Police	
Benefit Formula	2.7% @ 57	
Social Security Coverage	Yes	
Full/Modified	Supplemental	
Employee Contribution Rate	13.00%	
Final Average Compensation Period	Three Year	
Sick Leave Credit	Yes	
Non-Industrial Disability	Standard	
Industrial Disability	Standard	
Pre-Retirement Death Benefits		
Optional Settlement 2W	Yes	
1959 Survivor Benefit Level	No	
Special	Yes	
Alternate (firefighters)	No	
Post-Retirement Death Benefits		
Lump Sum	\$500	
Survivor Allowance (PRSA)	No	
COLA	2%	

PEPRA Member Contribution Rates

The California Public Employees’ Pension Reform Act of 2013 (PEPRA) established new benefit formulas, final compensation period, and contribution requirements for “new” employees (generally those first hired into a CalPERS-covered position on or after January 1, 2013). In accordance with Government Code Section 7522.30(b), “new members ... shall have an initial contribution rate of at least 50% of the normal cost rate.” The normal cost rate is dependent on the plan of retirement benefits, actuarial assumptions and demographics of the risk pool, particularly members’ entry age. Should the total normal cost rate change by more than 1% from the base total normal cost rate, the new member rate shall be 50% of the new normal cost rate rounded to the nearest quarter percent.

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2022, based on 50% of the total normal cost rate as of the June 30, 2020 valuation.

Rate Plan Identifier	Benefit Group Name	Basis for Current Rate		Rates Effective July 1, 2022			
		Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
TBD	Safety Police PEPRA Level	26.044%	13.00%	25.78%	(0.264%)	No	13.00%

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2023, based on 50% of the total normal cost rate as of the June 30, 2021 valuation.

Rate Plan Identifier	Benefit Group Name	Basis for Current Rate		Rates Effective July 1, 2023			
		Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
TBD	Safety Police PEPRA Level	26.044%	13.00%	27.29%	1.246%	Yes	13.75%

Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

**Section 2 may be found on the CalPERS website
(www.calpers.ca.gov) in the Forms and
Publications section**

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONFIRMING ITS
INTENTION TO APPROVE AN AMENDMENT
TO THE CONTRACT BETWEEN THE BOARD
OF ADMINISTRATION, CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM AND
THE CITY OF MENDOTA**

RESOLUTION NO. 23-19

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide for a new police member category with Section 7522.2(d) (2.7% @ 57 Supplemental formula) with 0% prior service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota does hereby give notice of its intention to approve an amendment to the contract between said public agency and the Board of Administration, Public Employees' Retirement System, a copy of said amendment is attached hereto as an "Exhibit" and made a part hereof by this reference.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk




EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Mendota**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective August 22, 2016, and witnessed July 13, 2016, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 10 are hereby stricken from said contract as executed effective August 22, 2016, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 62 for local miscellaneous members and age 57 for local safety members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after August 22, 2016, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. FIREFIGHTERS; AND

b. MEMBERS OF THE GOVERNING BODY.

6. The percentage of final compensation to be provided for local miscellaneous members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
7. The percentage of final compensation to be provided for local safety members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
9. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of
10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MENDOTA

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
AN AMENDMENT TO THE CONTRACT
BETWEEN THE BOARD OF
ADMINISTRATION, CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM
AND THE CITY OF MENDOTA**

ORDINANCE NO. 23-01

WHEREAS, by adopting Resolution Nos. 23-04 and 23-19, the City Council of the City of Mendota indicated its intention to amend its existing agreement (the "Agreement") with the Board of Administration ("Board") of the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, the City Council wishes to amend this Agreement to provide CalPERS offerings to a new police member (safety) category with Section 7522.2(d) (2.7% @ 57 Supplemental formula) with 0% prior service.

NOW, THEREFORE, the City Council of the City of Mendota does ordain as follows:

SECTION 1. That an amendment to the contract between the City Council of the City of Mendota and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment is attached hereto, marked "Exhibit," and by such reference made a part hereof as though fully set forth herein.

SECTION 2. The City Manager of the City of Mendota is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Mendota.

SECTION 3. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption. Within fifteen (15) days of the adoption of this Ordinance, a summary thereof, including the names of the City Council Members voting for and against it, shall be prepared by the City Attorney for publication in the City of Mendota through the *Firebaugh-Mendota Journal*, and a certified copy of the Ordinance shall be posted in the office of the City Clerk.

* * * * *

The foregoing ordinance was introduced on the 14th day of March, 2023 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of March, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney




EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Mendota**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective August 22, 2016, and witnessed July 13, 2016, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 10 are hereby stricken from said contract as executed effective August 22, 2016, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 62 for local miscellaneous members and age 57 for local safety members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after August 22, 2016, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

- a. **FIREFIGHTERS; AND**
 - b. **MEMBERS OF THE GOVERNING BODY.**
6. The percentage of final compensation to be provided for local miscellaneous members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
7. The percentage of final compensation to be provided for local safety members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
9. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of
10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MENDOTA

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ESTABLISHING
THE FEE SCHEDULE FOR THE USE OF
THE WILLIAM ROBERT JOHNSTON
MUNICIPAL AIRPORT**

RESOLUTION NO. 23-20

WHEREAS, the City Council of the City of Mendota (“City”) has the authority to set the fees for the exclusive use of City facilities by Resolution pursuant to Section 12.20.090 of the Mendota Municipal Code (“MMC”); and

WHEREAS, in light of the recent closure of the William Robert Johnston Municipal Airport (the “Airport”), organizations are requesting the City’s permission to utilize the Airport; and

WHEREAS, it is the desire of the City Council to impose suitable fees for the use of the Airport that are similar to the those the City currently charges for the exclusive use of the sports fields at Rojas-Pierce Park.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City hereby adopts the fee schedule for the exclusive use of the Airport, which is attached hereto as Exhibit “A.”

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of March, 2023, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

Fee Schedule for the Use of the William Robert Johnston Municipal Airport

FEE DESCRIPTION	FEE TOTAL
FACILITY USE FEES	
Use of Facility (Private Party)	\$200.00 per application/use
Use of Facility (Youth and/or Non-Profit)	No Fee
DEPOSITS	
General Deposit*	\$250 per application/use
Key Checkout Deposit*	\$50 per application/use

***Deposit is refundable upon completion of the facility use if all Facility Use Permit conditions are met**

Updated March 14, 2023

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: MARCH 14, 2023

GRANTS UPDATE

- **Automatic Meter Read Project** – Staff will be preparing a final invoice for the grant after receiving the confirmation of approval from our last reimbursement. State Water Board is requesting more information regarding the second reimbursement request.
- **SB 1383** – Staff will host an educational workshop on Friday, April 21st from 9 am to 12 pm. Staff will be scheduling dates to conduct home visits to educate the public on the new organics law. We are hoping we will have volunteers from the Adelante Mendota program.
- **Proposition 64** – The movie night for Adelante Mendota was canceled due to weather. We will be rescheduling this event to be held on Monday, April 3rd at Rojas-Pierce Park with the showing of “Frozen II”. Staff has completed all quarterly reporting through December 2022.
- **Community Resilience Grant** – Staff is assisting Townsend Affairs with applying for a “Mendota Community Center” This project will be a place to gather when there is a need in an emergency but throughout the year a place to gather for the needs of the community. This grant is due on March 10, 2023.
- **Floodplain Maps** – There will be a site visit with the U.S. Army Corps of Engineers to be held in May 2023.

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
- **Rojas-Pierce Park Expansion Project** – CDBG-CV
- **COPS Hiring Program** – Department of Justice
- **Proposition 64** – Board of State and Community Corrections
- **Urban Flood Protection Grant** – California Natural Resources Agency
- **Automatic Meter Read Project** – State Water Board
- **Tire-Derived Product** – Cal Recycle
- **SB 1383** – Cal Recycle
- **Office of Traffic Safety** – STEP Program for October 2022 thru September 2023
- **Water Storage and Booster Pump** – County of Fresno
- **Floodplain Maps** – U.S. Army Corps of Engineers

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 7, 2023

Engineering Projects:

1. Rojas Pierce Park:
 - Construction of Phase 2 Expansion Project (field lighting) with CDBG funding
 - Completed
2. Well 10 and Water Main Relocation
 - Design in progress; coordination with USBR and BB Limited
3. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Winter 2023
4. MJHS Safe Routes to School Project
 - Construction with ATP funding
 - Starts: 3/27/2023
 - Complete: 4/26/2023
5. 2022 Local Street Reconstruction Project
 - Construction with SB1 funding
 - Starts: 3/20/2023
 - Complete: 5/4/2023
6. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
7. Mendota Stormwater Improvement Project
 - Prop 68 UFGP funded: Final design complete and bidding this month
 - Construction anticipated in Summer/Fall 2023
8. Derrick & Oller Roundabout
 - CEQA & NEPA completed
 - Design in progress
 - Construction anticipated in Spring 2024
9. Westside Water Tank & Booster Pump
 - ARPA funded design is underway
 - Construction anticipated in Summer/Fall 2023

Planning/Development Projects

1. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.

2. Regional Housing Needs Allocation
 - Participating in Fresno COG meetings for 6th Cycle multijurisdictional Housing Element
3. Safe Routes to School Master Plan
 - Preparing Final Plan
 - Completion in Spring 2023

Grant Applications:

1. 5th Street & Quince Street Reconstruction:
 - \$706,251 in STBG funding AWARDED; Construction authorization in FFY 23/24
2. Amador & Smoot Extension:
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24

On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to Finance Director for grant opportunities
4. Coordination with USACOE for Panoche Creek flood study

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

- Engineers: 14
- Planners: 3
- Surveyors: 1
- Environmental Specialist: 0
- GIS/CAD Specialists: 2
- Construction Manager: 1
- Project Administrator: 0

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