



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROBERT SILVA
Mayor

ROLANDO CASTRO
Mayor Pro Tem

VICTOR MARTINEZ

JESSE MENDOZA

OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS

643 QUINCE STREET

March 12, 2019

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PROCLAMATION

1. Proposed adoption of **Proclamation No. 19-01**, honoring and celebrating imminent centenarian and longtime Mendota resident Norberto Rojas.

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 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, 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 special City Council meetings of February 20, 2019 and February 27, 2019, and the regular City Council meeting of February 26, 2019.
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 26, 2019 THROUGH MARCH 8, 2019
WARRANT LIST CHECKS NO. 45032 THRU 45072
TOTAL FOR COUNCIL APPROVAL = \$237,901.37
2. Proposed adoption of **Resolution No. 19-14**, authorizing execution of a professional services agreement for the topographic and biological surveys in support of the improvements to and expansion of Rojas-Pierce Park.
3. Proposed adoption of **Resolution No. 19-15**, conditionally approving the exclusive-use permits for City facilities for 2019.

BUSINESS

1. Introduction and first reading of **Ordinance No. 19-02**, amending Title 17, Chapter 17.08, Section 17.08.040 of the Mendota Municipal Code to modify the procedure for the initiation of zoning amendments.
 - 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 provide any input and waive the first reading of Ordinance No. 19-02, and sets the public hearing for the March 26th City Council Meeting*
2. Introduction and first reading of **Ordinance No. 19-03**, amending Title 8, Chapter 8.20 of the Mendota Municipal Code relating to the recovery of attorney fees in nuisance abatement proceedings.
 - 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 provide any input and waive the first reading of Ordinance No. 19-03, and sets the public hearing for the March 26th City Council Meeting*

3. Council discussion and consideration of **Resolution No. 19-16**, authorizing the City Manager to execute documents that will allow the City to participate in the County JPA for receiving Community Development Block Grant funds.
 - 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 provide any input and direction to staff, including the adoption of Resolution No. 19-16.*

PUBLIC HEARING

1. Public hearing and second reading of **Ordinance No. 19-01**, approving an amendment to the Development Agreement by and between the City of Mendota and KSA Homes, Inc., relating to the development of the property commonly known as the La Colonia property.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens the public hearing, accepting comments from the public*
 - d. *Mayor closes the public hearing*
 - e. *Council provide any input, waive second reading, and adopt Ordinance No. 19-01.*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Monthly Report
2. Economic Development
 - a) Monthly Report
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, Matt Flood, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of March 12, 2019, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, March 8, 2019 at 3:45 p.m.


Matt Flood, City Clerk

BUSINESS

1. Discussion Forum

a. Lighting at McCabe Elementary School

Mendota Unified School District (MUSD) Board of Trustees President Adrian Perez introduced the item and Superintendent Lopez reported that he received requests to install additional lighting around McCabe Elementary School; the limited lighting currently exists around the school during evening hours; the amount of individuals who walk around the school during the evening and night hours; Caltrans having jurisdiction over any improvements made along Derrick Avenue; and stated that MUSD would like to work with the City to install additional lighting around the school.

City Manager Gonzalez suggested that a study be conducted to examine the amount of additional light fixtures that should be installed around the school; acquiring cost estimates for the light fixtures; and presenting the findings to the City Council in the future for their consideration.

Discussion was held on the need for additional lighting around the school; creating a cost-sharing agreement between the City and MUSD for the purchase and installation of the lights; conducting a study on existing lights and potential researching options for lighting; the timeline for conducting the study; acquiring cost-estimates for the proposed project; whether there are grants currently available that can fund the project; the City looking into creating a walking trail from Mendota to Pool Park; and whether MUSD will be installing additional lighting at the community center property.

b. New Crosswalk at McCabe Elementary School

MUSD Board President Perez introduced the item and Superintendent Lopez reported that he received requests to install a crosswalk on Sorensen Street.

Discussion was held on the conditions that need to be met in order to install a crosswalk; and further examining the issue.

Superintendent Lopez requested that item "d" be discussed next.

d. Landscaping on Sorensen Island behind McCabe Elementary

MUSD Board President Perez introduced the item and Superintendent Lopez reported that an island was created along Sorensen Street as a result of the Sorensen Street reconstruction project; and inquired on the possibility of beautifying the islands.

Discussion was held on options available to beautify the islands; contacting organizations that may be interested in donating greenery that will be planted at the islands; the types of plants and trees that should be planted; MUSD's efforts to address the landscaping at its school sites; establishing a joint sub-committee between the City and MUSD Board to work together to beautify the islands on Sorensen Street; and working with other agencies to hold an Earth Day event and beautify the community.

c. City Street Sweeper

MUSD Board President Perez introduced the item and Superintendent Lopez reported that green waste has accumulated near curbs at certain school sites; and stated that MUSD would like to work with the City to have the City's street sweeper sweep school facilities.

Discussion was held on having representatives of both organizations meet to discuss the details of the item; and the frequency that MUSD is requesting that the street sweeper sweep their facilities.

e. Community Center

MUSD Board President Perez introduced the item and Superintendent Lopez provided the background of the issues surrounding the Community Center property; reported that the lease agreement that the City entered into for the lease of the property expired in 2012; that MUSD is interested in officially terminating the lease; that MUSD would continue to support the programs that utilize the community center; and that MUSD would incur any existing sub-leases.

Discussion was held on the MUSD ending the lease but agreeing to continue supporting all of the services that are currently provided on the property, including the senior center; the district wanting to expand its facilities and looking into developing additional preschool facilities on the property; and MUSD's legal counsel bringing forth an agreement laying out terms of the decision.

f. Use of MUSD Recreational Facilities

Mayor Silva introduced the item and reported that there is a growing interest for the use of MUSD's recreational facilities by the community.

Discussion was held on the Rojas-Pierce Park expansion project.

Dino Perez and Vanessa Ochoa (Westside Youth, Inc.) – provided information on the newly formed Mendota Baseball league; and requested the district's

support in allowing the organization to utilize their recreational facilities for the baseball program.

Discussion was held on the City and MUSD working together to accommodate all baseball programs; ensuring that existing baseball programs work together to serve the children in the community; the facility-use application process for MUSD; working on accommodating the use of recreational facilities for the programs; and the 2019 Mendota Fireworks Show.

Sergio Valdez (Mendota Youth Recreation) - commented on issues he has with the newly formed baseball league; and the need for the two programs to work together to serve the children.

Discussion was held on the division that is occurring in the community; having the organizations work together; giving families that opportunity to decide which programs they want to put their children; and MUSD and the City working with grant writers to apply for grants to assist non-profit organizations in the community.

Jonathan Leiva - stated that he would like to bring back the Earth Day event to the community; that he would like to plant trees throughout the community; and requested the support of MUSD and the City.

Discussion was held on conducting an audit of the trees located throughout the City and school facilities to determine the best locations to plant the trees; ensuring that drought tolerant plants are planted; and staff members of both agencies working with Mr. Leiva.

g. Pedestrian Safety in School Zones

Mayor Silva introduced the item and reported that students are crossing Highway 33 unsafely; and requested the assistance of MUSD to notify the parents of the students of the issue.

Discussion was held on methods to deter students from crossing roads unsafely and encourage them to utilize crosswalks; ways to notify parents of the issue and ask them to speak to their children regarding the issue; the good work of the crossing guards; and the need for additional lighted crosswalks.

Mayor Silva reported on the Bass Avenue signal light that will be installed as part of the La Colonia subdivision.

Discussion was held on layout of the La Colonia subdivision map; the potential reconfiguration of the schools; and the increase in the City's population and its impact to the City and schools.

h. Update on the Proposed Roundabout at the Intersection of Oller and Derrick Avenues

Mayor Silva introduced the item and City Manager Gonzalez provided an update on the project, including the timeline of the project.

Discussion was held on the timeline of the project; and the proposed layout of the roundabout.

i. Other Issues of Joint Interest

Superintendent Lopez thanked the City Council for their work.

Mayor Silva provided an update on the Canna-Hub development.

The City Council thanked the MUSD Board and staff for their work.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:20 p.m. by Councilor Martinez, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Rosales).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

February 26, 2019

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

Roll Call

Council Members Present: Mayor Robert Silva, Councilors Victor Martinez, Jesse Mendoza, and Oscar Rosales

Council Members Absent: Mayor Pro Tem Rolando Castro

Flag salute led by Councilor Rosales

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 Mendoza; unanimously approved (4 ayes, absent: Castro).

PRESENTATION

1. Joseph Oldham to provide an update on the Sustainable Aviation Project.

Joseph Oldham provided an update on the Sustainable Aviation project, including the ongoing testing of the electric planes; the historical significance of the project; the amount of flight time and analysis that has been done to the planes; the formation of New Vision Aviation, whom will lease and operate the aircraft on the City's behalf; the development of a training protocol for the aviation training program; the attention that the program has garnered from all over the world, including from Boeing; the additional requirements that need to be met to begin the flight training operations, including acquiring Federal Aviation Administration approval; and thanked the Council and staff for their support and assistance with the project.

Discussion was held on the project's progress; the possibility of bringing the electric planes to Mendota for the public to see; and the Council thanked Mr. Oldham for his work on the project.

2. Council to recognize the Mendota Police Department's Explorer Program for their outstanding activities in 2018.

The participants of the Mendota Police Department Explorer Program introduced themselves.

Chief of Police Andreotti introduced the program's advisors; summarized the various activities and events that the Explorers have participated in; the progression of the program; and the program's continued successes at the Explorer Convention competitions.

The Council thanked the program's participants and advisors for their hard work.

3. Council to recognize Sergeant Frank Renteria for his service to the community.

The Council thanked Sergeant Renteria for his service and dedication to the community, and wished him well in his future endeavors.

Chief Andreotti commented on the great service that Sgt. Renteria has provided to the community and to the police department.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Kevin Romero (160 Tuft Street) – provided an update on Mendota High School sports.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of February 12, 2019.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Castro).

CONSENT CALENDAR

1. FEBRUARY 12, 2019 THROUGH FEBRUARY 21, 2019
WARRANT LIST CHECKS NO. 44982 THRU 45031
TOTAL FOR COUNCIL APPROVAL = \$383,024.60

2. Proposed adoption of **Resolution No. 19-11**, approving and accepting the public improvements constructed for Tract No. 6111, Tract No. 6146, and Tract No. 6148.
3. Proposed adoption of **Resolution No. 19-12**, authorizing approval of signature authority for items related to the Bureau of Reclamation-funded relocation program of projects.
4. Proposed adoption of **Resolution No. 19-13**, approving an amendment to the School Resource Officer agreement with the Mendota Unified School District.

A motion was made by Councilor Mendoza to adopt items 1 through 4 of the Consent Calendar, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Castro).

BUSINESS

1. Council discussion and consideration to form an ad-hoc sub-committee to provide input on the sale and development of City Surplus Real Property.

Mayor Silva introduced the item and City Manager Gonzalez summarized the report including the history of the Request for Proposals (RFP) that was issued for the sale and development of the property; the Council's action to direct staff to begin negotiations with the selected RFP respondent; Council expressing interest in taking part of the negotiation process; and the proposed sub-committee being designed with the purpose to provide staff with input ahead of the negotiation sessions.

Discussion was held on the Councilors who were interested in participating in the sub-committee; and ensuring that the sub-committee does not violate the Brown Act.

A motion was made by Councilor Martinez to appoint Councilors Mendoza and Martinez as the members of the sub-committee, and Mayor Silva as the alternate sub-committee member, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Castro).

2. Introduction and first reading of **Ordinance No. 19-01**, approving an amendment to the Development Agreement by and between the City of Mendota and KSA Homes, Inc., relating to the development of the property commonly known as the La Colonia property.

Mayor Silva introduced the item and City Manager Gonzalez summarized the report including that the Council previously held the first reading of a proposed ordinance that would amend the development agreement for the La Colonia subdivision; staff creating a different amendment, since the last Council meeting, which would be easier to administer and is more advantageous to the City; the history of the La Colonia

subdivision; the subjects that the proposed amendment addresses; and the newly developed amendment requiring that the ordinance process start over.

Discussion was held on the timeline for the development of the Rojas-Pierce Park Expansion project; and the discussion that was held with the school district regarding the use of their recreation facilities.

A motion was made by Councilor Martinez to conduct the first reading of Ordinance No. 19-01, and set the public hearing for the March 12th, seconded by Councilor Rosales; unanimously approved (4 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

Director of Administrative Services Lekumberry summarized her report including recruitment efforts; new hires; safety trainings; the average number of Senior Center attendees; and special projects.

2. City Attorney
 - a) Update

City Attorney Kinsey reported that Assistant City Attorney Cardella would attend the meetings on his behalf when he is not able to attend; and the upcoming AB 1835 and AB 1234 required trainings.

3. City Manager

Inadvertently skipped.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Mendota thanked the staff for their work.

Councilor Rosales thanked the staff for their work; and inquired on the possibility of installing an outdoor employee break area at the police department.

Councilor Mendota thanked the staff for their work; reported that the Salvadoran Consulate would be at Gonzalez Hall on March 31st; and requested updates on the AMOR project, and automated meter reading project.

Discussion was held on the need to begin fundraising for the 2019 Mendota Fireworks Show.

City Manager Gonzalez reported that staff is working on bringing back the Annual Earth Day event; and provided an update on the grant writer.

2. Mayor

Mayor Silva reported on the amount of organizations who are interested in providing their services in AMOR's proposed community building; and reported on the action that the Fresno County Board of Supervisors took in regards to a solar development near Mendota.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:09 p.m. by Mayor Silva, seconded by Councilor Martinez; unanimously approved (4 ayes, absent: Castro).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk



**MINUTES OF MENDOTA
CITY COUNCIL/PLANNING COMMISSION/RECREATION COMMISSION
JOINT WORK/STUDY SESSION**

Joint Work/Study Session Wednesday, February 27, 2019 10:00 AM

Meeting called to order by Mayor Silva 10:00 a.m.

ROLL CALL CITY COUNCIL

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Rolando Castro, and Council Member Jesse Mendoza

Council Members Absent: Council Members Victor Martinez and Oscar Rosales

ROLL CALL PLANNING COMMISSION

Commissioners Present: Chairperson Juan Luna, Vice-Chairperson Martin Albert Escobedo, Commissioners Jose Alonso, Jose Gutierrez, and Jonathan Leiva

Commissioners Absent: None

ROLL CALL RECREATION COMMISSION

Commissioners Present: Chairperson Robert Silva, Vice-Chairperson Paul Ochoa, Commissioners Jose Alonso and Jessica Barron

Commissioners Absent: Commissioner Angela Gonzalez

Staff Present: Cristian Gonzalez, City Manager; Rudy Marquez, Finance Officer; Matt Flood, Economic Development Manager; Jennifer Lekumberry, Administrative Services Director; Gregg Andreotti, Chief of Police; Jeronimo Angel, Chief Plant Operator; Teofilo Bautista, Public Works Superintendent; Kevin Smith, Lieutenant; Carlos

Esqueda, Sergeant; and Ophelia Lugo, Records Manager.

Flag Salute led by Mayor Silva

WORK/STUDY SESSION

1. AB 1825 – Sexual harassment training

Mayor Silva introduced Steve Crass, who presented on the requirement that the City of Mendota has to provide training that is compliant with state and federal law to all applicable employees; the obligation supervisory employees have to intervene when harassment is detected or reported; statutory requirements for dealing with and reporting harassment; the qualifications that need to be met to be able to provide the training; the consequences of not completing the training; the types of harassment: verbal, physical, and visual; the protected classes in California; Quid Pro Quo and Hostile Work Environment types of sexual harassment; that harassment can be committed by just about anyone involved with the workplace, including clients; different examples and situations that do or do not constitute harassment; the fact that supervisors are not individually reliable for discrimination or retaliation, but can be for harassment; the subgroups that fall within protected classes; the remedies available to victims of harassment; the process in the City of Mendota to deal with harassment, including discipline; the importance of having comprehensive workplace policies that address harassment; and a test was administered to all participants.

Mayor Silva thanked Mr. Crass for the presentation.

PUBLIC COMMENT

None Offered

ADJOURNMENT

Consensus was reached to adjourn the work/study session at 12:01 p.m.

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
2/26/2019 - 3/8/2019
Check# 45032 - 45072

Date	Check #	Amount	Vendor	Department	Description
February 26, 2019	45032	\$54.13	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 3/3/19 - 4/2/19 COMMUNITY CENTER
February 26, 2019	45033	\$1,687.33	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR MARCH 2019
February 26, 2019	45034	\$2,382.00	PITNEY BOWES INC	GENERAL-WATER-SEWER	CONTRACT STANDARD SLA EQUIPMENT SERVICES AGREEMENT FY 18/19
February 26, 2019	45035	\$1,983.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 1/23/19 & 2/8/19
February 28, 2019	45036	\$730.00	CARLOS ESQUEDA	GENERAL	PER DIEM EXPENSES 3/3/2019 - 3/8/2019 POST DRE TRAINING & PER DIEM EXPENSES 3/10/2019 - 3/15/2019
February 28, 2019	45037	\$730.00	JORGE URBIETA	GENERAL	PER DIEM EXPENSES 3/3/2019 - 3/8/2019 POST DRE TRAINING & PER DIEM EXPENSES 3/10/2019 - 3/15/2019
March 4, 2019	45038	\$60,000.00	DIEPENBROCK ELKIN GLEASON LLP	GENERAL	WARKENTINE/TANKERSLEY THIRD INSTALLMENT OF FIVE
March 5, 2019	45039	\$98,597.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 2/18/19 - 3/3/19
March 8, 2019	45040	\$3,000.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	MEDICAL CHECK RUN 3/5/19
March 8, 2019	45041	\$288.93	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 3/13/19-4/12/19 CITY HALL, EDD, DMV
March 8, 2019	45042	\$285.21	AMERIPRIDE SERVICES INC	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM WEEKS OF 2/7/2019 - 2/28/2019
March 8, 2019	45043	\$1,297.31	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 1/25/19-2/24/19. POLICE DEPT DISPATCH PHONE SERVICES 12/27/18-2/26/19
March 8, 2019	45044	\$537.74	AT&T MOBILITY	GENERAL	AIRCARDS & CELL PHONE SERVICES 1/12/19-2/11/19 (PD)
March 8, 2019	45045	\$74.00	AUTOZONE	GENERAL	(1) WIPER BLADE 22", (1) WIPER BLADE 26", AND (4) MOTOR OIL (PD)
March 8, 2019	45046	\$400.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PRE-EMPLOYMENT PSYCH SCREEN (PD)
March 8, 2019	45047	\$30.34	TEOFILO BAUTISTA	GENERAL	REIMBURSEMENT FOR CARRARA BARBLE TILE (VINYL) FOR DMV
March 8, 2019	45048	\$1,113.75	BSK ASSOCIATES	WATER-SEWER	(6) MONTHLY WASTEWATER, WEEKLY TREATMENT & DISTRIBUTION GENERAL EDT
March 8, 2019	45049	\$3,150.00	CENTRAL VALLEY SWEEPING, LLC	STREETS	STREET SWEEPING SERVICES CITY WIDE
March 8, 2019	45050	\$464.32	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR FEBRUARY 2019
March 8, 2019	45051	\$645.52	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICES FEES FOR MOM SYS MARCH 2019
March 8, 2019	45052	\$337.19	CROWN SERVICES CO.	GENERAL-SEWER	(5) TOILET 1XWK RENT - PD, LINDGREN PARK, POOL PARK, & WASTEWATER PLANT
March 8, 2019	45053	\$840.00	D & D DISPOSAL INC.	GENERAL	ANIMAL CONTROL DISPOSAL FOR FEBRUARY 2019
March 8, 2019	45054	\$200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING, NOTICES, APPEALS JANUARY 2019 (PD)
March 8, 2019	45055	\$270.26	DATAMATIC, INC.	WATER	MONTHLY SOFTWARE LICENSE & SERVICES MAINTAINCE FEE APRIL 2019
March 8, 2019	45056	\$37.79	EINERSON'S PREPRESS	GENERAL	250 CT BUSINESS CARDS (PD)
March 8, 2019	45057	\$99.85	EMPLOYEE RELATIONS	WATER-SEWER	PRE-EMPLOYMENT BACKGROUND CHECK GENERAL MAINTENANCE WORKER

CITY OF MENDOTA
 CASH DISBURSEMENTS
 2/26/2019 - 3/8/2019
 Check# 45032 - 45072

March 8, 2019	45058	\$11,250.00	FIREBAUGH POLICE	GENERAL	POLICE DISPATCH SERVICES FOR FEBRUARY 2019
March 8, 2019	45059	\$434.00	FRESNO MOBILE RADIO INC.	GENERAL	(31) POLICE RADIOS SERVICES FOR FEBRUARY 2019
March 8, 2019	45060	\$8,822.50	I CAD INC.	WATER	WATER PLANT COMPUTER TROUBLESHOOTING MAIN TO PRISON SITE. MATERIAL & SERVICE ONSITE VFD COMMISSIONING
March 8, 2019	45061	\$300.00	LEXIS NEXIS	GENERAL-WATER-SEWER	SUBSCRIPTION SERVICES FOR FEBRUARY 2019
March 8, 2019	45062	\$485.89	METRO UNIFORM	GENERAL	(2) PANTS, LONG SLEEVE SHIRT, (6) SEW PATCH, (2) COVERED CUFF CASE, HANDCUFF, KEY EXTENSION (PD)
March 8, 2019	45063	\$2,068.87	NORTHSTAR CHEMICAL	WATER	(700G) SODIUM HYPOCHLORITE, (300G) SODIUM HYPOCHLORITE - 12.5 MILL
March 8, 2019	45064	\$609.04	PETTY CASH	GENERAL-WATER-SEWER	PETTY CASH EXPENSES TAG# 444-450, 609-628
March 8, 2019	45065	\$29,858.83	PG&E	GENERAL-WATER-SEWER- STREETS-AVIATION	CITYWIDE UTILITY SERVICES 1/9/19-2/7/19
March 8, 2019	45066	\$2,609.70	PROVOST & PRITCHARD	GENERAL-SEWER-STORM DRAIN	PROFESSIONAL SERVICES- OCT 2018 SEWER & STORM DRAIN LIFT STATION DETAILS PASSTHRU CANNAHUB NOVEMBER & DECEMBER 2018 SERVICES
March 8, 2019	45067	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES 1/21/2019 - 2/20/2019 (PD)
March 8, 2019	45068	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT FOR COPIER (PD)
March 8, 2019	45069	\$615.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL SERVICES FOR CITY BUILDINGS
March 8, 2019	45070	\$1,286.29	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ASPHALT FOR STREET PATCHING
March 8, 2019	45071	\$51.00	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL	PASSTHRU - LEGAL SERVICES RE: CANNAHUB DEVELOPMENT 1/15/19
March 8, 2019	45072	\$58.80	WECO	GENERAL-WATER-SEWER	RENT CYL ACETYLENE #4, OXYGEN D&K FEBRUARY 2019
		\$237,901.37			

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: TOPOGRAPHIC AND BIOLOGICAL SURVEYS IN SUPPORTS OF IMPROVEMENTS TO ANDEXPANSION OF ROJAS-PIERCE PARK RECOMMENDATION FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT

DATE: MARCH 12, 2019

ISSUE

Should the City Council adopt the attached resolution to authorize approval of the attached agreement with Provost & Pritchard Consulting Group for biological and topographic surveying services in support of the Improvements at Rojas-Pierce Park, in the total amount of \$12,580?

BACKGROUND

For several years, staff has been working with potential state and federal funding sources to secure the monies necessary to construct a major expansion and improvement to the recreational and athletic facilities at Rojas-Pierce park. Despite the City's status as a Severely Disadvantaged Community (SDAC) and the priority that brings in certain funding programs, and despite a commitment of \$329,000 from the Community Development Block Grant program (CDBG), the City's desired project has remained out of reach.

That situation has changed with the agreement reached for development of the La Colonia subdivision. As stated in the amended agreement, the developer will provide \$884,000 to the City's General Fund, to be committed to the improvement of Rojas-Pierce park. Total funds available for park improvements are summarized as follows:

Community Development Block Grant (CDBG)	\$329,000.00
Banked City Park Development Impact Funds	\$305,000.00
La Colonia Impact Fees:	<u>\$884,000.00</u>
Total Available:	\$1,518,000.00

At this point, the project will improve the City-owned 10-acre parcel immediately to the west of the existing park improvements and is expected to include the following elements:

- Additional soccer field with LED lighting, scoreboard and metal bleachers

- High-school-size baseball field with skinned or turfed infield, LED lighting, scoreboard and metal bleachers on concrete pads
- Modular restroom building with snack bar area
- Expanded grass area with automated irrigation, for the two new playfields

The project will not include extension of Smoot Avenue nor construction of additional parking. Those improvements will remain on the list for construction with future funding sources.

ANALYSIS

This will be the first project using CDBG funding since the City elected to leave the Fresno County CDBG program and participate in the Statewide funding pool. Doing so means that the City now has the obligation to carry out all necessary environmental analysis under CEQA and NEPA, the State and Federal environmental protection acts. A letter dated September 19, 2017 was sent by the U.S. Department of Fish and Wildlife to Fresno County acknowledging the occurrence of kit fox and blunt-nosed leopard lizards (both federally endangered species) in the project area. The first step in determining the likelihood of their presence in the project area is to perform a biological survey for suitable habitat.

The topographical survey will provide the base mapping on-which park improvements will be laid out and the construction drawings prepared. These both are critical initial steps in moving the project toward construction.

The attached agreement with Provost & Pritchard Consulting Group provides for the necessary biological and topographic surveying services in support of preparation of environmental and construction documents for use in the construction of the site improvements. The total fees under the contract will be \$12,580.

FISCAL IMPACT

Compensation for these services will be paid from the three sources summarized above, all of which are dedicated to funding park improvements. No General Funds will be expensed as part of this action.

RECOMMENDATION

That the City Council adopt the attached resolution authorizing approval of the attached agreement with Provost & Pritchard Consulting Group for the biological and topographic surveying services in support of improvements at Rojas-Pierce Park, in the total amount of \$12,580.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT FOR THE TOPOGRAPHIC AND
BIOLOGICAL SURVEYS IN SUPPORT OF
IMPROVEMENTS TO AN EXPANSION OF
ROJAS-PIERCE PARK**

RESOLUTION NO. 19-14

WHEREAS, the City of Mendota has determined that certain improvements to Rojas-Pierce Park are necessary and desirable for the benefit of the community; and

WHEREAS, the City has assembled funds sufficient to complete design and construction of those contemplated improvements; and

WHEREAS, the City has determined that the City Engineer, Provost & Pritchard Consulting Group, is the firm most qualified to provide the needed biological and topographic surveying services necessary for the project; and

WHEREAS, the City wishes to retain the City Engineer, Provost & Pritchard Consulting Group, to provide the biological and topographic surveying services necessary to prepare for the preparation of environmental and construction documents for the construction of the contemplated park improvements; and

WHEREAS, the City Engineer has submitted a proposal for such services, attached hereto as Exhibit "A" and incorporated herein by this reference, that is acceptable to City staff; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota authorizes the City Manager to approve and execute the proposal, attached hereto as Exhibit "A", entitled "Proposal for Biological and Topographic Surveying Services in Support of Construction of Playfield and Related Improvements, Rojas-Pierce Park" received for this project which was presented to the Council at its regular meeting of March 12, 2019, in the amount of \$12,580.00.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

March 6, 2019

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

RE: Proposal for Biological and Topographic Surveying Services In Support of Construction of Playfield and Related Improvements Rojas-Pierce Park

Dear Cristian:

In response to your request we have prepared this proposal to provide biological and topographic surveying services related to a variety of improvements at Rojas Pierce Park.

Following is our proposed scope of work, including a discussion of our understanding of the project, a recommended list of deliverables, what is and is not included, an anticipated schedule, and our professional fees. A proposal for planning, engineering and construction phase services related to this project is forthcoming.

Phase SURV: Topographic Field Survey

P&P staff will perform the survey field work needed for design of the project, as detailed below:

- Perform field survey to determine existing land elevations and locate current facilities including electrical, water and sewer services, structures, playfield extents and other improvements which will impact design of the new improvements.
- Prepare base plan drawings for use in designing the improvements.

Phase BIO: Biological Survey

Pursuant to the letter to the County of Fresno from the U.S. Department of Fish and Wildlife dated September 19, 2017, a habitat assessment for, at a minimum, the kit fox and blunt-nosed leopard lizard shall be performed. These are two federally endangered species known to occur in the project area. Below are the tasks described to complete the BIO phase.

- Provost & Pritchard will complete the following desktop studies to provide analysis within the NEPA document: Endangered Species
- Provost & Pritchard will complete a Biological Survey and Report to provide analysis within the CEQA and NEPA environmental documents:

Deliverables: One (1) electronic copy of the Biological Report.

Additional Services

A separate proposal for planning, engineering and construction phase services related to this project is forthcoming.

Professional Fees

We propose to complete the work in the phases above on a fixed fee basis as shown in the following table. Each phase will be billed monthly, in proportion to the percentage of the phase work that is complete. Reimbursable expenses, including mileage for all planned site visits, are included in the fixed-fee phase fees shown.

Project Phase	Phase Fee
Topographic Survey & Base Map	\$6,510
Biological Survey	\$6,070
Total Contract:	\$12,580.00

Project Timeline:

Once we are authorized to proceed, we will move forward with the above scopes. Weather permitting, we anticipate completing the scope of work within a month. Actual timelines and durations of tasks may vary due to factors outside of the control of Provost & Pritchard. We will work diligently to meet the project timeline as closely as we can.

Assumptions:

- Field survey work will not include establishment of property boundaries, setting property corners, or preparation/filing of a Record of Survey map with Fresno County. Should any of that prove to be necessary the work can be done under additional services.
- Reconnaissance, intensive or protocol surveys for special status or endangered plant and animal species are not proposed at this time.

This project will be subject to the terms and conditions in the attached Consultant Services Agreement, which has been reviewed and modified by the City Attorney for use with previous capital improvement projects. If this proposal is acceptable, please sign below and on the attached agreement and return copies of each to our office. The signed documents will be our notice to proceed. As always, we thank you for the opportunity to be of service.

City of Mendota

By:

Name/Title: Cristian Gonzalez,
City Manager

Date Signed:

Provost & Pritchard Consulting Group

By:

Name/Title: Michael Osborn
Project Manager

Date Signed: March 6, 2019

By:

Name/Title: David McGlasson, PE, PLS
Principal Engineer

Date Signed: March 6, 2019

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>David McGlasson Principal-In-Charge</u>
Date Signed	_____	Date Signed	_____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
VIA: CRISTIAN GONZALEZ, CITY MANAGER
FROM: MARILU G. SANDOVAL, ADMINISTRATIVE ASSISTANT III
SUBJECT: CONDITIONAL APPROVAL OF EXCLUSIVE USE PERMITS FOR 2019
DATE: MARCH 12, 2019

ISSUE

Should the Council approve the Exclusive Use Permits with the attached conditions?

BACKGROUND

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

ANALYSIS

Staff is presenting to Council a listing of the Exclusive Use Permit applications that the City has received to reserve use of various City facilities. Some applications require a conditional approval from Council due to them missing some of the requirements for approval. Staff is asking that the Council conditionally approve those applications, as well as to approve the complete applications with operation-related conditions.

As contained in the resolution, any applicants that are lacking information for full approval will be required to submit the needed documentation within 30 days (April 11th by end of business day) or before use of the facility, whichever comes first. Attached to this staff report is each of the individual applications and Resolution No. 19-15, including Exhibit A, that lists all of the conditions for permitted approval and/or operation. In effort to establish and maintain consistency and fair treatment of all non-profit organizations submitting an Exclusive Use Permit application, the fees waived per event on Exhibit A are based on the City of Mendota's administrative policies that are attached as Exhibits B and C. Although the City of Mendota strives to support non-profit organizations by providing a reasonable waiver of fees, it is important to note that the event organizer is responsible for ensuring all other costs associated with their event will be paid for by their organization.

FISCAL IMPACT

General Fund will gain \$3,967.50 if all applicable fees are paid. Any waiver of fees may adversely impact the General Fund if the City is responsible to provide services that are not reimbursed by event organizer. Waived fees may also adversely impact the budget of

the Mendota Community Corporation. In order to avoid either situation, staff recommends that there be no additional waiver of fees other than those shown in Exhibit A, in accordance with the established, Council approved, Administrative Policy-City Participation in Community Events and Administrative Policy-Number 2004.01-Event Permit for Non-Profit Organizations.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 19-15 conditionally approving the exclusive use applications as contained in 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 A CONDITIONAL
APPROVAL OF THE EXCLUSIVE USE PERMITS
FOR CITY FACILITIES FOR 2019**

RESOLUTION NO. 19-15

WHEREAS, as of February 22, 2019, fifteen (15) Facility Use applications were submitted to City staff for the Exclusive Use of a city facility for the purpose of an event or a reoccurring event that will be of benefit to the community; and

WHEREAS, the organizations must comply with the Mendota Municipal Code and Exhibit "B" of Administrative Policy Number 2004.01, which states Mendota based Non-Profit organizations will have one Community Event or Street Fair permit waived in a given calendar year and each additional thereafter will receive 50% discount in same calendar year; and

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

WHEREAS, the City Council has reviewed the applications and considered all conditions, which are stated in Exhibit "A", included herein and made part hereof, and has independently determined that the use of a city facility is a benefit to the community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby approves the Exclusive Use Permit applications with the conditions provided on Exhibit "A" for the use of a city facility for an event or a reoccurring event.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the aforementioned organizations are required to submit any required documentation for full approval on or before the first use of the facility, or April 12th, 2019, whichever comes first.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk



**CITY OF MENDOTA
FACILITY USE APPLICATION**



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

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

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

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

COMPLETED APPLICATION.

PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.

PROOF OF LIABILITY INSURANCE FOR FACILITY USE *event 3/10-12/22, insurance exp 4/1/19*

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:

Parking lot corner of 7th & Profrio open market

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

Mendota Youth Recreation

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

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Achea St

TELEPHONE No.: 559) 697-4043

3-16-19

4. DATE: Every Sunday 12-22-19 TIME: 3:00 pm to 10:00 pm

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

the parking lot

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

open market

7. Number of persons expected to attend the function or event. 100 - 200

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

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

open market w/ vendors of food used & new items

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

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

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

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

Mendota Youth Recreation

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

17. I, Sergio Valdes have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Rec (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valde DATE: 2-7-19

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

Dated: 2-7-19

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



**CITY OF MENDOTA
FACILITY USE APPLICATION**



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

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

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

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

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

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

Community Center

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

Mendota Youth Recreation

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

NAME: Seigo Valdez

ADDRESS (STREET AND CITY): 325 Puchea St

TELEPHONE NO.: 559/647-4043

4. DATE: March 16, 2019 TIME: 07:00^{Am} - 12:00 P.m

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

Community Center

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.

\$10⁰⁰ Breakfast Buffet for the Community w/ raffle and games

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

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

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

We will be doing a morning breakfast with free
games + prizes.

12. Will concession stand(s) be used? _____ Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.
13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$ 0. State the reason for imposing this admission charge.
14. Will there be a live band at this function? _____ Yes _____ No
(See attached municipal code regarding noise ordinance)
15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
Mendota Youth Recreation
16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.
17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Rec (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: [Signature] DATE: 2-7-19

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

Dated: 2-7-19

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



CITY OF MENDOTA
FACILITY USE APPLICATION



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

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

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

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

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

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

Rejas Park

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

Mendota Youth Recreation

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

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Archost Mendota,

TELEPHONE No.: 559) 647-4043

4. DATE: July 11-12-13-14 TIME: 8:00^{AM} pm to 12:00 pm

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

Pavillion, Snackbar soccer field, lights

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

Annual harvest festival

7. Number of persons expected to attend the function or event. 500

8. Will alcoholic beverages be sold? Yes Y 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 X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

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

Carnival Rides

July 11 Dutch + duckers D-J 6:00pm to midnight Beer Garden
July 12 Live Bands Food vendors Beer garden Carnival Rides 6:00
July 13 Live Bands Food vendors Beer garden Carnival Rides to
July 14 Live Bands Food vendors Beer Garden Rides midday

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

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

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

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

Mendota Youth Recreation

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

17. I, Severo Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valderrama DATE: 2-7-19

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

Dated: 2-7-19
[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



**CITY OF MENDOTA
FACILITY USE APPLICATION**



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

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

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

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

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

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

Rejas Park

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

Mendota Youth Recreation

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

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Picheu St

TELEPHONE NO.: 559 647-4043

4. DATE: Oct 25-26 27 TIME: Oct 25 DJ + Oct 26 DJ 6:00pm to 12:00 6:00pm to 12:00 9:00AM to 10:00 PM

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

Pavillion snack bar

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

Red Ribbon Celebration w Carnivals & Kids

7. Number of persons expected to attend the function or event. 500

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
 ADDRESS: _____
 PARTICIPATION/INVOLVEMENT: _____

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

Oct 25 Carnival Rides w/ DJ 6:00pm to midnight
Oct 26 Carnival Rides w/ DJ 6:00pm to midnight
Oct 27 Rec. Ribbon Celebration 11:00 to 5:00pm Carnival 6:00pm to 10:00pm

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

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

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

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

Mendota Youth Recreation

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

17. I, Sergio Valda have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Rec (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-7-19

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

Dated: 2-7-19

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



**CITY OF MENDOTA
FACILITY USE APPLICATION**



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

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

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

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:

Community Center

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

Mendota Youth Recreation

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

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Puchan St Mendota

TELEPHONE NO.: 559 647-4043

4. DATE: 11-16-19 TIME: 8:00 Am to 4:00 P.m

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

Community Center (entire center)

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

Annual Senior Thanksgiving Luncheon

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

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

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

Will be doing a thanks giving lunch for all
Seniors

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

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

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

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

Seniors Communist members

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, Senewo Valdes have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: [Signature] DATE: 2-7-19

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

Dated: 2-7-19
[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



**CITY OF MENDOTA
FACILITY USE APPLICATION**



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

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

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

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

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

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

7th Street 6th Street Pichey St Quinn St Tule St

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

Mendota Youth Recreation

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

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 338 Pichey St Mendota Ca

TELEPHONE No.: 559 647-4047

4. DATE: Dec 21, 2019 TIME: 09:00 AM to 9:00 PM

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

7th St + 6th Street Pichey St Quinn St Tule St

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

Annual Christmas Parade

7. Number of persons expected to attend the function or event. approx. 700

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

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

Annual Christmas Parade - will need light tower
Parade close off 5th St + 7th Street
Food vendors

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

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

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

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

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

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-7-19

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

Dated: 2-7-19

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



Policy Number: WS244545

Date Entered: 4/3/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2018

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 ALL SERVE INSURANCE SERVICES 1066 N GRANTLAND AVE FRESNO, CA 93723	CONTACT NAME: Jim Tekunoff
	PHONE (A/C, No, Ext): (559)999-1355 FAX (A/C, No): () - E-MAIL ADDRESS: ALLSERVEINS@GMAIL.COM
INSURED MENDOTA YOUTH RECREATION, INC. 667 QUINCE STREET MENDOTA, CA 93640	INSURER(S) AFFORDING COVERAGE
	INSURER A: NORTHFIELD INSURANCE COMPANY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		WS244545	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

CHRISTMAS POSADA'S 1659 & 1667 7TH ST MENDOTA, CA 93640 AND CHRISTMAS PARADE DOWNTOWN MENDOTA POSADA'S - DECEMBER 7 & 14 2018, 6PM - 8PM AND CHRISTMAS PARADE DECEMBER 15, 2018, 9AM - 9PM

CERTIFICATE HOLDER CITY OF MENDOTA 643 QUINCE AVE MENDOTA, CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JIM TEKUNOFF
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

RLWCC Events for Community Center

Dates	Event	Time	Persons
7-7-12-2019 Mon - Thurs	VBS	4 ^{PM} - 9 ³⁰ PM	65
11-2-2019 Sat	Annual Thanksgiving Dinner	4 ^{PM} - 10 ^{PM}	65
12-7-2019 Sat	Annual Christmas Dinner	4 ^{PM} - 10 ^{PM}	75



**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:

Community Center

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

Pass of Craig White

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: John C. Flores

ADDRESS (STREET AND CITY): 665 J St Mendota Ca 93640

TELEPHONE NO.: 559/217/4893

4. DATE: See Attached page with Dates & Times TIME: _____

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

Community Center

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.

Multiple Various uses - See Attached page

7. Number of persons expected to attend the function or event. See Attached page

8. Will alcoholic beverages be sold? Yes ___ No. 2 note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____ 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.

Chairs tables kitchen - see addid page

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

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$ N/A. 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)

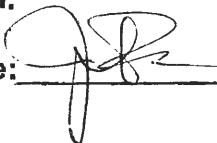
15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

N/A

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.

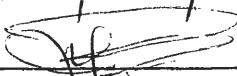
17. I, John C. Flores have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and _____ (name of applicant), the organization 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: 1/29/19

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

Dated: 1/29/19


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: _____

NAMED INSURED : Rivers of Living Water Christian Church

POLICY NUMBER: 01241627

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

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 PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Mendota Attn: Erica 643 Quince St. Mendota, CA 93640 Church event to be held at the City of Mendota Community Center, 195 Smoot Ave., Mendota, CA 93640. Dates: July 7 - 12, 2019. Vacation Bible School, ages 5 to 12 to be held in the evenings from 4pm-9:30pm (estimate 65 people). Activities: Bible study, arts & crafts, table games, dodge ball, softball, ring toss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2019

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 California Church Ins. Sv 1822 W Kettleman Lane Suite 1A Lodi CA 95242-	CONTACT NAME: Becky Koski, ext. 303
	PHONE (A/C, No., Ext): (209)333-1682 FAX (A/C, No.): (209)333-0776 E-MAIL ADDRESS: becky@californiachurchinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: GuideOne Insurance	NAIC # 15032
INSURED Rivers Of Living Water Christian Church 615 J Street Mendota CA 93640	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		01241627	09/01/2018	09/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Church event to be held at the City of Mendota Community Center, 195 Smoot Ave., Mendota, CA 93640.

Dates: July 7 - 12, 2019.

Vacation Bible School, ages 5 to 12 to be held in the evenings from 4pm-9:30pm (estimate 65 people).

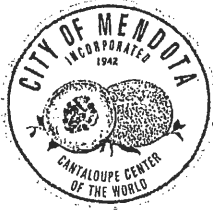
Activities: Bible study, arts & crafts, table games, dodgeball, softball, ring toss.

Certificate Holder is named as additional insured per GuideOne form CG2026 attached.

CERTIFICATE HOLDER	CANCELLATION	AI 000039
City of Mendota Attn: Erica 643 Quince Street Mendota CA 93640-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

© 1988-2015 ACORD CORPORATION. All rights reserved.

Remate 2019



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 *exp 10/2019*
- 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: Restrooms - light & park
Rojas - Pierce Park - Parking lot - 350 Sorenson
2. The organization, individual, business or entity applying for the use permit:
Westside Youth Inco - Open Market (Remate)
3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:
NAME: Dino Perez
ADDRESS (STREET AND CITY): 1709 4th St., Mendota, CA
TELEPHONE NO.: (559) 655-4808
4. DATE: March 6, ~~2019~~ ²⁰¹⁹ - Dec 18, 2019 TIME: Every Wednesday 3:00 pm - 11:30 pm - Weekly
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 - Parking lot - Part of Smart Street, & Restrooms
6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.
For weekly Open Market - Fundraiser for non-profit
7. Number of persons expected to attend the function or event. Approx. 250-300
8. Will alcoholic beverages be sold? Yes ___ No X note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.
9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: 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.

Vendors to sell various items: Food, Clothing, Vitamins, Toys
Mobile phones and accessories, shoes, used items, produce, pony rides
bounce house, train, dunk tank, Music

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

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

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

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

Westside Youth Inc.

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

17. I, Dino Perez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Dino Perez (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: [Signature] DATE: 01-09-19

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

Dated: Jan 9, 2019

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____

DATE: _____

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

POLICE DEPT: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2018

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 Stratton Agency, Inc. 643 Blair Island Rd Suite 402 Redwood City CA 94063	CONTACT NAME: Sara Foster	
	PHONE (A/C, No, Ext): 888-888-4501	FAX (A/C, No): 650-508-0121
E-MAIL ADDRESS: policyservices@strattonagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Markel Insurance Company*		38970
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


INSURED WESTYOU-01
 Westside Youth Inc
 1709 7th St
 Mendota CA 93640

COVERAGES **CERTIFICATE NUMBER:** 958651477 **REVISION NUMBER:**

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

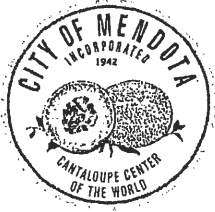
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	8502CY304860-10	10/23/2018	10/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1002CY433701-1	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse & Sexual Molestation		8502CY304860-10	10/23/2018	10/23/2019	Per Person \$1,000,000 Per Policy Period \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is included as additional insured where required by a written contract or permit subject to the terms and conditions of the General Liability policy but only to the extent bodily injury or property damage is caused in whole or in part by the negligence of the insured.

CERTIFICATE HOLDER City of Mendota 643 Quince Street Mendota CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Carnival April 2019



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 - restrooms, Pavilion, Soccer Field

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

Westside Youth Inc., 1709 7th St., Mendota, CA

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

NAME: Dino Perez

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

TELEPHONE No.: (959) 655-4808,

4. DATE: April 18-21, 2019 TIME: 12:00 pm - 12:00 am

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

All park area, soccer field, restrooms, Pavilion

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.

Fundraisers for non-profit for youth programs

7. Number of persons expected to attend the function or event. Approx 100-500

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: 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.

Carival rides, food, live music, toys, clothing, games

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

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

only on Friday! Saturday only 12 yrs older

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

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

Westside Youth Inc. 17097th St. for Youth Programs

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

17. I, Dino Perez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Dino Perez (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: [Signature] DATE: 01-09-19

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

Dated: 01-09-19

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2018

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 Stratton Agency, Inc. 643 Blair Island Rd Suite 402 Redwood City CA 94063	CONTACT NAME: Sara Foster PHONE (A/C, No, Ext): 888-888-4501 E-MAIL ADDRESS: policyservices@strattonagency.com	FAX (A/C, No): 650-508-0121	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Westside Youth Inc 1709 7th St Mendota CA 93640	INSURER A: Markel Insurance Company*		38970
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 958651477 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8502CY304860-10	10/23/2018	10/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1002CY433701-1	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse & Sexual Molestation			8502CY304860-10	10/23/2018	10/23/2019	Per Person \$1,000,000 Per Policy Period \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is included as additional insured where required by a written contract or permit subject to the terms and conditions of the General Liability policy but only to the extent bodily injury or property damage is caused in whole or in part by the negligence of the insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Mendota 643 Quince Street Mendota CA 93640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



**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:

Rosas Park

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

Mendota Youth - Westside Youth - City of Mendota

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

NAME: Sergio Valdez

ADDRESS (STREET AND CITY): 325 Pineda St. Mendota

TELEPHONE NO.: 559 647-4043

4. DATE: July 28, 2019 TIME: 9:00 Am to 1:00 pm

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

Pavilion

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

Annual Backpack giveaway

7. Number of persons expected to attend the function or event. 900

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

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

the Annual Gutierrez Family Backpack give away
in Carmichael Park

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

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

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

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

Community of Mendota (Children)

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

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Rec (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Vall DATE: 2-7-19

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

Dated: 2-7-19

[Signature]
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____

Drivers Awareness
Oct. 6, 2019



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:

Reyes-Arce Park Pavilion, Park

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

Westside Youth Inc., Drivers Awareness

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

NAME: Dino Perez - Mr. Amador

ADDRESS (STREET AND CITY): 1709 7th St., Mendota, CA

TELEPHONE No.: (559) 655-

4. DATE: Oct. 6, 2019 - Sunday TIME: 9:00am - 4:30pm

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

Park, basketball Court, Pavilion, restrooms

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


Driver awareness, bike raffle, prizes, bingo

7. Number of persons expected to attend the function or event. Approx. 100-200

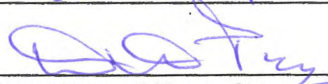
8. Will alcoholic beverages be sold? Yes ___ No. note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's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

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: 01-09-19

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

Dated: 01-09-19

Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2018

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 Stratton Agency, Inc. 643 Blair Island Rd Suite 402 Redwood City CA 94063	CONTACT NAME: Sara Foster PHONE (A/C, No, Ext): 888-888-4501 E-MAIL ADDRESS: policyservices@strattonagency.com	FAX (A/C, No): 650-508-0121
	INSURER(S) AFFORDING COVERAGE	
INSURED Westside Youth Inc 1709 7th St Mendota CA 93640	WESTYOU-01 INSURER A: Markel Insurance Company* INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38970

COVERAGES **CERTIFICATE NUMBER:** 958651477 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8502CY304860-10	10/23/2018	10/23/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1002CY433701-1	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Sexual Abuse & Sexual Molestation			8502CY304860-10	10/23/2018	10/23/2019	Per Person Per Policy Period	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as additional insured where required by a written contract or permit subject to the terms and conditions of the General Liability policy but only to the extent bodily injury or property damage is caused in whole or in part by the negligence of the insured.

CERTIFICATE HOLDER City of Mendota 643 Quince Street Mendota CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



**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

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): 4010 E. Amendola Drive

TELEPHONE NO.: (559) 237-3663 ext. 1108

4. DATE: 2nd & 4th Thursday of every month TIME: 8:00am - 12:00pm (until supplies last)

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 Area

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

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 X note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: 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 tutes, pallets, pallet Jack, tables & 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 \$ 0. State the reason for imposing this admission charge.

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

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
The community of Mendota & others 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: Angela Vne DATE: 1/8/19

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

Dated: 1/8/19
Angela Vne
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: _____

Rojas Pierce Park (Mendota)-NM

Ana Cervantes 559-269-1246

Date	Time
2nd Thursday, 1/11/2019	9:00am-11:00am
4th Thursday, 1/25/2019	9:00am-11:00am
2nd Thursday, 2/8/2019	9:00am-11:00am
4th Thursday, 2/21/2019	9:00am-11:00am
2nd Thursday, 3/14/2019	9:00am-11:00am
4th Thursday, 3/28/2019	9:00am-11:00am
2nd Thursday, 4/11/2019	9:00am-11:00am
4th Thursday, 4/25/2019	9:00am-11:00am
2nd Thursday, 5/9/2019	9:00am-11:00am
4th Thursday, 5/23/2019	9:00am-11:00am
2nd Thursday, 6/13/2019	9:00am-11:00am
4th Thursday, 6/27/2019	9:00am-11:00am
2nd Thursday, 7/11/2019	9:00am-11:00am
4th Thursday, 7/25/2019	9:00am-11:00am
2nd Thursday, 8/8/2019	9:00am-11:00am
4th Thursday, 8/22/2019	9:00am-11:00am
2nd Thursday, 9/12/2019	9:00am-11:00am
4th Thursday, 9/26/2019	9:00am-11:00am
2nd Thursday, 10/10/2019	9:00am-11:00am
4th Thursday, 10/24/2019	9:00am-11:00am
2nd Thursday, 11/14/2019	9:00am-11:00am
4th Thursday, 11/28/2019	9:00am-11:00am
2nd Thursday, 12/12/2019	9:00am-11:00am
4th Thursday, 12/26/2019	9:00am-11:00am



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2019

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 Relation Insurance Services of Central California 7673 N Ingram, Ste 103 Fresno CA 93711	CONTACT NAME: Gina Vance	
	PHONE (A/C, No, Ext): (559)222-0300 FAX (A/C, No): (559)222-9960 E-MAIL ADDRESS: gina.vance@relationinsurance.com	
INSURED Central California Community Food Bank See additional named insured page 3403 E. Central Ave. Fresno CA 93725	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Company	18058
	INSURER B: Zenith Insurance Company	13269
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL187386486 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PHPK1842457	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHUB635843	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input type="checkbox"/>	Z135108401	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FOOD DISTRIBUTION AT ROJAS-PIERCE PARK-CERT HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY PER CG20260413

CERTIFICATE HOLDER CITY OF MENDOTA-CITY HALL 643 QUINCE ST MENDOTA CA 93640-2334	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

CCFB Real Estate, Inc.	Not for profit org, Additional Named Insured
Community Food Bank	Doing Business As
Food Opportunities Organization & Distribution Inc.,	Additional Named Insured

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
- l. **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.



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:

MENDOTA COMMUNITY CENTER

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

FRESNO EOC

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: Gabby Romero

ADDRESS (STREET AND CITY): 1920 Mariposa Mall Suite 300 Fresno CA 93721

TELEPHONE No.: 559-263-1029

4. DATE: Feb 5, Mar 5, Apr 2, May 7, June 4, 2019 TIME: 7:00 - 2:00 PM

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

195 Smart Ave Mendota CA 93640-2299

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.

Drought relief food distributions

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

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

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

Drought relief food distributions for individuals in the
Mendota area

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

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$ 0.00. State the reason for imposing this admission charge.

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

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

Mendota residents will receive free food

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, Gabriela Romero 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 Fresno EOC (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: G. Romero DATE: 2.5.2019

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

Dated: 2.5.2019
G. Romero
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2018

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 Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: Stacey Okimoto	
	PHONE (A/C, No, Ext): 925-934-8500	FAX (A/C, No): 925-934-8278
E-MAIL ADDRESS: StaceyO@heffins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nonprofits Insurance Alliance of California		1184
INSURER B: Cypress Insurance Company		10855
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED FRESOU-02
 Fresno Economic Opportunities Commission
 1920 Mariposa Mall Suite 330
 Fresno, CA 93721

COVERAGES

CERTIFICATE NUMBER: 790885897

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		201828175NPO	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			201828175NPO	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP DED/COLL DED \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201828175UMB	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" 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	FRWC908318	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> SOCIAL SERVICE LIABILITY NO RETRO DATE			201828175NPO	7/1/2018	7/1/2019	EACH EVENT \$ 1,000,000 AGGREGATE \$ 3,000,000

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

Re: Mendota Community Center.

City of Mendota is included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

City of Mendota
 643 Quince Street
 Mendota, CA 93640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
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.



**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:

Mendota Community Center

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

Centro La Familia Advocacy Services Inc.

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

NAME: Ilse Guerrero

ADDRESS (STREET AND CITY): 302 Fresno St Ste 102 Fresno CA 93706

TELEPHONE NO.: (559) 237-2961

4. DATE: Thursday (any year) TIME: 9:30am - 3:00pm

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

Inside the Community Center and 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.

Medical / catfresh enrollments & MAP Print Services

7. Number of persons expected to attend the function or event. 20-50 people

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

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: 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.

CFA staff will be assisting individuals apply or renewal their medical at Caltrans, Assist family, Link them to services.

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

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

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

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

N/A

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, Ise Guerrero 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 Centro la Familia (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: _____

1.4.19

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

Dated: _____

1.4.19

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: _____

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 PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
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.



**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:

Comity center

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

Alcoholics Anonymous

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

NAME: Jorge Zurman

ADDRESS (STREET AND CITY): 751 H St. Mendota ca. 93640

TELEPHONE No.: (559) 978-6699

4.

DATE: 4/27/2019 TIME: 10:00 AM to 11:00 PM

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

Aniversery Annual Comity center

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

Annual Aniversery

7.

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

8.

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

9.

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

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

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

AA ANIVERSITY Food music
Sodas water

12. Will concession stand(s) be used? _____ Yes X 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 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.

no

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, Jorge H. Turman 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 AA (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: Joseph H. Lyma DATE: 10/19/2018

I, Joseph H. Lyma, 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: Oct. 19 / 2018
Joseph H. Lyma
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2019

PRODUCER
East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

INSURED
Alcoholicos Anonimos Mendota
Primitivo Cervantes
930 Oller Ave.
Mendota, CA 93640

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Evanston Insurance Company	35378
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5466-M1110246	04/27/2019 12:01 AM	04/28/2019 12:01 AM	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000
		MED EXP (Any one person)				\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						DEDUCTIBLE	\$ 1,000
							\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 200, Event Type: Meeting - Indoor.

CERTIFICATE HOLDER

City of Mendota
Community Center
195 Smoot
Mendota, CA 93640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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 PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Mendota Community Center 195 Smoot Mendota, CA 93640
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Event General Liability Insurance Proposal & Application

All Premiums have been paid!

PROPOSAL NUMBER 1110246
PREPARED ON 01/19/2019
PRICING VALID UNTIL 01/26/2019 (7 days)

PREPARED FOR Alcoholicos Anonimos Mendota Primitivo Cervantes 930 Oller Ave., Mendota, CA 93640 Phone: 5592693379 Email: lxcervantez@yahoo.com	LICENSED AGENT (ALL 50 STATES) East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945																														
PROPOSAL CREATED BY www.TheEventHelper.com Inc. Direct Sale 1020 McCourtney Rd. Suite B, Grass Valley, CA 95949 Phone: (530) 477-6521 Email: info@eventhelper.com	INSURED BY Evanston Insurance Company NAIC: 35378 Rating: A.M. BEST A(Excellent) XV																														
COVERAGE LIMITS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Each Occurrence (Includes Bodily Injury and Property Damage)</td> <td style="width: 20%; text-align: right;">\$1,000,000</td> <td style="width: 40%;"></td> </tr> <tr> <td>Personal & Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> <td></td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td style="text-align: right;">\$1,000,000</td> <td></td> </tr> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> <td></td> </tr> <tr> <td>Medical Payments</td> <td style="text-align: right;">\$5,000</td> <td></td> </tr> <tr> <td>Liquor Liability</td> <td style="text-align: right;">Not Included</td> <td></td> </tr> <tr> <td>Waiver of Subrogation</td> <td style="text-align: right;">Not Included</td> <td></td> </tr> <tr> <td>Additional Insured(s)</td> <td style="text-align: right;">Included</td> <td></td> </tr> <tr> <td>Hired & Non-Owned Auto</td> <td style="text-align: right;">Not Included</td> <td></td> </tr> <tr> <td>Deductible</td> <td style="text-align: right;">\$1,000</td> <td></td> </tr> </table>	Each Occurrence (Includes Bodily Injury and Property Damage)	\$1,000,000		Personal & Advertising Injury	\$1,000,000		Products / Completed Operations Aggregate	\$1,000,000		General Aggregate	\$2,000,000		Medical Payments	\$5,000		Liquor Liability	Not Included		Waiver of Subrogation	Not Included		Additional Insured(s)	Included		Hired & Non-Owned Auto	Not Included		Deductible	\$1,000		POLICY COVERAGE INTENT This is just an brief overview, see policy for exact coverage. Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits.
Each Occurrence (Includes Bodily Injury and Property Damage)	\$1,000,000																														
Personal & Advertising Injury	\$1,000,000																														
Products / Completed Operations Aggregate	\$1,000,000																														
General Aggregate	\$2,000,000																														
Medical Payments	\$5,000																														
Liquor Liability	Not Included																														
Waiver of Subrogation	Not Included																														
Additional Insured(s)	Included																														
Hired & Non-Owned Auto	Not Included																														
Deductible	\$1,000																														
	COST BREAKDOWN <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Premium</td> <td style="width: 20%; text-align: right;">\$87.00</td> </tr> <tr> <td>Stamping Fees</td> <td style="text-align: right;">\$0.17</td> </tr> <tr> <td>Tax</td> <td style="text-align: right;">\$2.61</td> </tr> <tr> <td>Policy Fee</td> <td style="text-align: right;">\$36.60</td> </tr> <tr> <td>Risk Purchasing Group Membership Cost</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Premium	\$87.00	Stamping Fees	\$0.17	Tax	\$2.61	Policy Fee	\$36.60	Risk Purchasing Group Membership Cost	\$0.00																				
Premium	\$87.00																														
Stamping Fees	\$0.17																														
Tax	\$2.61																														
Policy Fee	\$36.60																														
Risk Purchasing Group Membership Cost	\$0.00																														
	Amount Paid \$126.38																														
EVENT DETAILS Where is your event? CA Total days of coverage you need? 1 Estimated total attendance? 200 Meeting - Indoor	UNDERWRITING QUESTIONS See Underwriting Document																														
COVERAGE TERM Dates of Coverage: 04/27/2019																															
ADDITIONAL INSUREDS (SHOWING 1 OF 1) City of Mendota Community Center 195 Smoot Mendota, CA 93640																															



Event General Liability Insurance
Proposal & Application

All Premiums have been paid!

PROPOSAL NUMBER 1110246
PREPARED ON 01/19/2019
PRICING VALID UNTIL 01/26/2019 (7 days)

REFUND POLICY

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$36.60, the full Administration Charge on my policy. In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period.

TERMS & CONDITIONS

NOTICE TO THE APPLICANT

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, the undersigned authorized agent of the person(s) and organization(s) proposed for this insurance declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, the Applicant will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

TERMS AND CONDITIONS

A. I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. Note: This application is signed by undersigned authorized agent of the Applicant(s) on behalf of the Applicant(s) and its owners, partners, directors, officers and employees. Name of Person Acknowledging Warranty: Primitivo Cervantes, 01/19/2019

B. I/We confirm that we understand that your Athletic / Sporting Participants, Performers/Crew/Stunts, Firearms, Auto Exposures, Animal Exposures, Unmanned Aircraft & explosives and Assault & Battery are Excluded From This Policy.

C. I/We confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics of any Kind.

D. I understand there is no coverage for amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion). This does not mean you cannot have them at your event, it means our policy will exclude coverage for water activities, amusement devices, inflatables, rides or animals. This policy will not cover any athletic or sports participants, employees, volunteers, or individuals compensated by the insured.

E. I/We understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

EXCLUDED EVENT TYPES

Aircraft Events; Boat Shows (on the open water); Cannabis Events or Products; Concerts with Rap, Hip Hop, Heavy Metal, or Hard Rock; Go Kart Races; Hang Gliding/Sky Diving; Hot Air Balloon Rides or Events; Motorized Sporting Events; Parachuting; Protests, Rallies or Marches; Haunted Houses, Haunted Attractions; Unmanned Aircraft; Skateboarding; Fraternity Parties; Sorority Parties; Firearms; Parasailing; Raves; Roller Coasters/Sky Coasters; Sky Diving; Tractor Pulls, Trampolines, Wall Climbing, War Games/Re-enactments, Water Events (unless classified as water event type), Water Slides

F. You are hereby notified that your policy will terminate effective no later than the date and time of its expiration. You have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

I understand that by purchasing this insurance I am joining the Promotion, Event and Prize Purchasing Group.

Licensed Agent in all 50 states: Will Maddux

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
03/16/2019 – 12/22/2019 3:00pm - 10:00pm	42 Events Each on Sunday	Open Market (Sundays)	Empty Lot on 7th & Rio Frio	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Provide Liability Insurance Provide A Detailed Itinerary Provide Portable Restrooms Clean Property Contract Police Services Contract Trash Services Obtain An Entertainment Encroachment Permit for Event Not Encroach On Sidewalks or Driveways</p> <p>The City of Mendota Shall: Require Vendors to obtain a Business License</p> <p>Fees: Encroachment Permit- \$1,537.50 (\$75 x 1 day= \$75) (1st event fees waived 100%) (\$75 x 41 days= \$3075) (All other event fees waived 50%)</p> <p>Deposits: None</p>	<p>Fees Waived: \$1,612.50</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (Exhibit B)</p>	\$1,537.50
3/16/2019 7:00am - 12:00pm	1 Day Event Saturday	\$10 Breakfast Buffet with Games and Raffles for the Community	Community Center	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Clean Facility Obtain An Amplified Music Permit Pick-Up Key (3/15/2019) Return Key (3/18/2019)</p> <p>The City of Mendota Shall: Provide Liability Insurance</p> <p>Fees: Amplified Music Permit: \$5 (\$5 x 1 day= \$5)</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (Exhibit B)</p>	\$5.00

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
10/25/2019 - 10/27/2019 10/26/2019 6:00pm – 12:00am 10/27/2019 6:00pm – 12:00am 10/28/2019 9:00am – 10:00pm	3 Day Event Friday- Sunday	Annual Red Ribben Carnival	Rojas-Pierce Park (Pavilion, Concession Stand, & Soccer Field)	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Provide A Detailed Itinerary Clean Facility and Property Contract Police Services Contract Trash Services Obtain An Amplified Music Permit Pick-Up Key (10/24/2019) Return Key (10/28/2019)</p> <p>The City of Mendota Shall: Provide Liability Insurance Require Carnival Operator To Obtain A Business License</p> <p>Fees: Concession Stand Rental: \$0 (\$175 x 3 days= \$525 -Waived) Rojas Pierce Park & Pavilion Rental: \$0 (\$350 x 3 days= \$1,050 -Waived) Amplified Music Permit: \$0 (\$5 x 3 days= \$15 -Waived)</p> <p>Deposits: Concession Stand Cleaning Deposit: \$150 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00</p>	<p>Fees Waived: \$1,590</p> <p>Administrative Policy: City Participation in Community Events (Exhibit C)</p>	\$0.00
11/16/2019 8:00am - 4:00pm	1 Day Event Saturday	Annual Senior Citizen Thanksgiving Lunch	Community Center	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Clean Facility Obtain An Amplified Music Permit Pick-Up Key (11/15/2019) Return Key (11/18/2019)</p> <p>The City of Mendota Shall: Provide Liability Insurance</p> <p>Fees: Amplified Music Permit: \$0 (\$5 x 1 day= \$5-waived)</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: City Participation in Community Events (Exhibit C)</p>	\$0.00

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
12/21/2019 9:00am – 9:00pm	1 Day Event Saturday	Annual Christmas Parade	City Streets (7th St, 6th St, Pucheu St, Tule St and property on corner of 7th and Riofrio)	Mendota Youth Recreation	<p>Mendota Youth Recreation Shall: Provide A Detailed Itinerary Clean Property Contract Police Services Contract Trash Services Obtain An Amplified Music Permit Obtain An Encroachment Permit</p> <p>The City of Mendota Shall: Provide Liability Insurance Require Carnival Operator To Obtain A Business License</p> <p>Fees: Amplified Music Permit: \$0 (\$5 x 1 day= \$5) (100% Waived) Encroachment Permit- \$0 (\$75 x 1 day= \$75) (100% Waived)</p> <p>Deposits: None</p>	<p>Fees Waived: \$80</p> <p>Administrative Policy: City Participation in Community Events (<i>Exhibit C</i>)</p>	\$0.00
07/7/2019 - 07/12/2019 4:00pm - 9:30pm	6 Day Event Monday-Thursday	Vacation Bible School	Community Center	Rivers Of Living Water	<p>Rivers Of Living Water Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (7/5/2019) Return Key (7/15/2019)</p> <p>Fees: None</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$0.00
11/02/2019 4:00pm – 10:00pm	1 Day Event Saturday	Annual Thanksgiving Dinner	Community Center	Rivers Of Living Water	<p>Rivers Of Living Water Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (11/1/2019) Return Key (11/4/2019)</p> <p>Fees: None</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$0.00

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
12/7/2019 4:00pm – 10:00pm	1 Day Event Saturday	Annual Christmas Dinner	Community Center	Rivers Of Living Water	<p>Rivers Of Living Water Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (12/6/2019) Return Key (12/9/2019)</p> <p>Fees: None</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$0.00
03/13/2019 - 12/18/2019 3:00pm - 11:00pm	42 Events Each on Wednesday	Open Market (Wednesdays)	Rojas- Pierce Park Parking Lot & Smoot Street & Sorenson Ave. Sidewalk On Both Sides of Smooth & Trash Bins	Westside Youth Inc.	<p>Westside Youth Inc. Shall: Provide Liability Insurance Provide A Detailed Itinerary Provide Portable Restrooms Clean Property Contract Police Services Contract Trash Services Obtain An Entertainment Encroachment Permit for Event Not Encroach On Sidewalks or Driveways Change Time Frame Of Event To Comply With Administrative Policy 2004.01-III(F) See Exhibit B</p> <p>The City of Mendota Shall: Require Carnival Operator To Obtain A Business License</p> <p>Fees: Encroachment Permit- \$1,537.50 (\$75 x 1 day= \$75) (1st event fees waived 100%) (\$75 x 41 day= \$3,075) (All other event fees waived 50% Waived)</p> <p>Deposits: None</p>	<p>Fees Waived: \$1,612.50</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$1,537.50

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
04/18/2019 - 04/21/2019 4/18/2019 12:00pm – 12:00pm 4/19/2019 12:00pm – 12:00pm 4/20/2019 12:00pm – 12:00pm 4/21/2019 12:00pm – 12:00pm	4 Day Event Wednesday-Sunday	Carnival Youth Fundraiser	Rojas-Pierce Park Pavilion, Soccer Field and Restrooms	Westside Youth Inc.	<p>Westside Youth Inc. Shall: Provide Proof of Liability Insurance Provide A Detailed Itinerary Clean Facility and Property Contract Police Services Contract Trash Services Obtain An Amplified Music Permit Pick-Up Key (4/17/2019) Return Key (4/22/2019)</p> <p>**Organization shall not charge to go into the park area; however can charge a fee to individuals who want to access the carnival area and/or the Pavilion. **Any proposed alcohol sales and consumption shall be within a designated area and Westside Youth Inc. shall obtain any and all appropriate permits as required by the State Alcoholic Beverage Control.</p> <p>The City of Mendota Shall: Require Carnival Operator To Obtain A Business License</p> <p>Fees: Rojas Pierce Park & Pavilion Rental: \$700 (\$350 x 4 days= \$1,400) 50% Waived Amplified Music Permit: \$10 (\$5 x 4 days= \$20) (50% Waived)</p> <p>Deposits: Concession Stand Cleaning Deposit: \$150 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00</p>	<p>Fees Waived: \$710.00</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$710.00
07/28/2019 9:00am - 1:00pm	1 Day Event Sunday	Annual Backpack Giveaway	Rojas-Pierce Park Pavilion and Restrooms	Mendota Youth Recreation & Westside Youth Inc.	<p>Westside Youth Inc. Shall: Provide Liability Insurance Provide A Detailed Itinerary Clean Facility and Property Contract Police Services Contract Trash Services Obtain An Amplified Music Permit Pick-Up Key (7/26/2019) Return Key (7/29/2019)</p> <p>Fees: Rojas Pierce Park & Pavilion Rental: \$175 (\$350 x 1 day= \$350) (50% Waived) Amplified Music Permit:\$2.50 (\$5 x 1 days= \$5) (50% Waived)</p> <p>Deposits: Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00</p>	<p>Fees Waived: \$177.50</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$177.50

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
10/6/2019 9:00am - 4:30pm	1 Day Event Sunday	Driver Awareness	Rojas-Pierce Park Pavilion and Restrooms	Westside Youth Inc.	<p>Westside Youth Inc. Shall: Provide Liability Insurance Provide A Detailed Itinerary Clean Facility and Property Contract Police Services Contract Trash Services Obtain An Amplified Music Permit Pick-Up Key (10/4/2019) Return Key (10/7/2019)</p> <p>The City of Mendota Shall: Provide Liability Insurance Require Carnival Operator To Obtain A Business License</p> <p>Fees: Rojas Pierce Park & Pavilion Rental: \$175 (\$350 x 1 day= \$350 - Waived) Amplified Music Permit:\$2.50 (\$5 x 1 days= \$5 - Waived)</p> <p>Deposits: Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00</p>	<p>Fees Waived: \$355.00</p> <p>Administrative Policy: City Participation in Community Events (<i>Exhibit C</i>)</p>	\$0.00
3/14/2019 - 12/26/2019 (Second & Fourth Thursday of each month) 8:00am - 12:00pm (Or While Supplies Last)	20 Day Event	Food Distribution to Community	Rojas-Pierce Park Parking Lot	Central California Food Bank	<p>Central California Food Bank Shall: Provide Liability Insurance Provide A Detailed Itinerary Clean Facility and Property Contract Police Services Contract Trash Services Pick-Up Key (The Day Prior to Event) Return Key (Day of Event)</p> <p>Fees: None</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$0.00
04/02/2019, 05/07/2019, & 06/04/2019 7:00am - 2:00pm	3 Day Event	Drought Relief Food Distributions	Community Center	Fresno EOC	<p>Fresno EOC Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (Day Prior to Event) Return Key (Day of Event)</p> <p>Fees: None</p> <p>Deposits: Key Deposit: \$50.00</p>	<p>Fees Waived: NA</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>	\$0.00

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2019**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
Every Thursday Year Round 9:30am - 3:00pm	42 Day Event	Medical/ Calfresh Enrollments & M.A.P. Point Services	Community Center	Centro La Familia Advocacy Services, Inc.	Centro La Familia Advocacy Services, Inc. Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (Day of Event) Return Key (Day of Event) Fees: None Deposits: Key Deposit: \$50.00	Fees Waived: NA Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)	\$0.00
4/27/2019 10:00am - 11:00pm	1 Day Event	Anniversary	Community Center	Alcoholics Anonymous	Alcoholics Anonymous Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (4/26/2019) Return Key (4/29/19) Fees: None Deposits: Key Deposit: \$50.00	Fees Waived: NA Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)	\$0.00
7/11/2019 - 7/14/2019 7/11/2019 8:00am - 12:00am 7/12/2019 8:00am - 12:00am 7/13/2019 8:00am - 12:00am 7/14/2019 8:00am - 12:00am	4 Day Event Thursday - Sunday	Annual Harvest Festival	Rojas-Pierce Park (Pavilion, Concession Stand, & Soccer Field)	Mendota Youth Recreation	Mendota Youth Recreation Shall: Provide A Detailed Itinerary Clean Facility and Property Contract Police Services Contract Trash Services Obtain An Amplified Music Permit Pick-Up Key (7/11/2019) Return Key (7/14/2019) **Organization shall not charge to go into the park area; however can charge a fee to individuals who want to access the carnival area and/or the Pavilion. **Any proposed alcohol sales and consumption shall be within a designated area and Westside Youth Inc. shall obtain any and all appropriate permits as required by the State Alcoholic Beverage Control. The City of Mendota Shall: Require Carnival Operator To Obtain A Business License Fees: Rojas Pierce Park & Pavilion Rental: \$0 (\$350 x 4 days= \$1,400 - Waived) Amplified Music Permit: \$0 (\$5 x 4 days= \$20 - Waived) Deposits: Concession Stand Cleaning Deposit: \$150 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00	Fees Waived: \$1420.00 Administrative Policy: City Participation in Community Events (Exhibit C)	\$0.00
							\$3,967.50

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

EVENT PERMIT FOR NON-PROFIT ORGANIZATIONS

I. PURPOSE AND AUTHORITY FOR POLICY

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

II. DEFINITIONS

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

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

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

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

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

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

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

III. POLICY

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

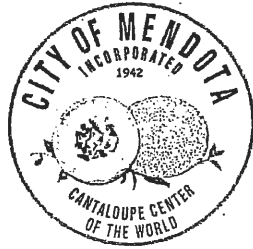
- D. Non-Profit organizations not based within the city limits of the City of Mendota shall receive a 50% discount on all Community Event and Street Fair permits.
- E. In the event multiple Non-Profit organizations partner for an event, the Non-Profit organization applying for a Community Event or Street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

IV. APPLICATION

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

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

City of Mendota



Administrative Policy

City Participation in Community Events

INTRODUCTION:

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

PURPOSE:

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

DEFINITIONS:

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

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

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

POLICY:

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

CONSENT CALENDAR

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

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

BUSINESS

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

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

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

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

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

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: NICOLAS CARDELLA, ASSISTANT CITY ATTORNEY

SUBJECT: FIRST READING OF ORDINANCE 19-02 AMENDING TITLE 17, CHAPTER 17.08, SECTION 17.08.040 TO MODIFY THE PROCEDURE FOR INITIATION OF ZONING AMENDMENTS

DATE: MARCH 8, 2019

BACKGROUND & DISCUSSION:

The City of Mendota (City) is responsible for enforcing laws and regulations designed to promote orderly development and compatible land uses through the adoption and enforcement of appropriate zoning laws.

The Mendota Municipal Code's (MMC) existing procedure for the adoption of substantive amendments to the City's zoning laws, located in Title 17, Chapter 17.04, § 17.08.040, is administratively burdensome and encumbers the City's ability to promptly and efficiently consider and approve amendments to its zoning laws because it requires the Planning Commission to adopt a resolution of intention before the matter may be scheduled for public hearing.

As there is no state law requirement for the adoption of a resolution of intention prior to initiating a zoning code amendment, staff proposes eliminating this requirement and permitting zoning code changes to be immediately scheduled for consideration before the Planning Commission at the request of staff, the City Council, or the Planning Commission, without the need to adopt a resolution of intention.

In addition, the proposed amendments make various clarifying and conforming changes, and create additional flexibility for the scheduling of public hearings on zoning amendments. A redline document showing the proposed amendments is attached hereto as Exhibit "A".

It should be noted that these amendments are not themselves subject to § 17.08.040. That section provides that an amendment to the zoning code "which changes any property from one district to another, or imposes any regulation not heretofore imposed, or removes or modifies any such regulations heretofore imposed shall be initiated and adopted by the following procedure." However, the amendments proposed herein do not "change[] any property from one district to another," "impose[] any regulation not heretofore impose," or "remove[] or modif[y] any such

regulations.” Therefore, the proposed amendments are not subject to the procedure specified in Chapter 17.08.

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to introduce the enclosed ordinance and give first reading, by title only, with second reading waived.

ATTACHMENTS:

Exhibit “A” – Redline document showing proposed changes to zoning code.

17.08.040 – Amendments to the zoning ordinance.

- A. Scope. An amendment to this title which changes any property from one district to another, or imposes any regulation not heretofore imposed, or removes or modifies any such regulations heretofore imposed shall be initiated and adopted by the following procedure.
- B. Initiation. Amendments to this title may be initiated in the following manner:
1. The commission, council, or staff may propose an amendment by a resolution of intention scheduling a public hearing before the commission to consider the proposed amendment;
 - ~~2. The council may propose an amendment by a resolution of intention.~~
 23. A property owner or the authorized representative of an owner may propose an amendment to change property from one district to another by filing a verified petition with the commission; provided, however, such a petition shall be signed by the owners of at least sixty (60) percent of the area directly affected by such proposed amendment.
- C. Petitions.
1. Form of Petition. The commission shall prescribe the form in which applications for changes of districts are made. The commission may prepare and provide blanks for such purpose and may prescribe the type of data and information to be provided by the petitioner to assist in determining the validity of the request. No application shall be received unless it is full and complete and complies with such requirements.
 2. Verification of Petition. The city manager shall verify the accuracy and completeness of the application and the date of verification shall be noted on the application.
 3. Change of C-1, C-2, C-3 or SC Districts. In addition, the applicant may provide to the commission such data and information as will assist the city manager in making a recommendation to the commission to justify its findings to the council as to the location and size of the proposed rezoning. Such data may include:
 - a. Economic studies and surveys;
 - b. Traffic studies;
 - c. Population studies; and
 - d. Any other information deemed pertinent.
- D. Filing Fee. When an application to change property from one district to another is filed, a fee shall be paid for the purpose of defraying the costs incidental to the proceedings.
- E. Administrative Investigation. The city manager shall study the proposed amendment and shall provide the information necessary for action consistent with the intent and purpose of this chapter and the general plan.

F. Notice of ~~Commission~~ Public Hearing.

1. ~~If amendments are proposed by petition, t~~The secretary shall set ~~all proposals for amendments~~the matter for public hearing no less than ten (10) days nor more than ~~forty-sixty (640)~~ days after the verification of the proposal ~~or after the adoption of a resolution of intention by the commission or the council.~~
2. Notices of required public hearings shall contain a description of the property under consideration, the nature of the proposed change, the time and place of the hearing, the body presiding over the hearing, the recommendation of the commission, if applicable, and any ~~and~~ other pertinent data, ~~and~~ Notice shall be given by at least one publication in a newspaper of general circulation in the city at least ten (10) days before the hearing.
3. When the amendment involves the reclassification of property, additional notice shall be given by mailing a notice not less than ten (10) days prior to the date of the hearing to the owners of property within a radius of three hundred (300) feet from the external boundaries of the property described in the application, using for this purpose the last known name and address of such owners as shown on the latest adopted tax roll of the county or by posting of the property not less than ten days before the hearing.
4. Any failure to make notices as aforesaid shall not invalidate any proceedings taken for amendments under this chapter.

G. Commission Public Hearings — Recommendations and Notice Thereof.

1. The commission shall, not less than ten (10) days after the publication of the legal notice of a public hearing on an amendment, hold such hearing.
2. If, for any reason, testimony on any case set for public hearing cannot be completed on the day set for such hearing, the commissioner presiding at such public hearing may, before the adjournment or recess thereof, publicly announce the time and place to and at which such hearings will be continued, and such announcement shall serve as sufficient notice.
3. Upon the completion of a public hearing, the commission shall, not later than forty (40) days thereafter, render its decision on the matter so heard. Failure to so act within said forty (40) days shall serve to automatically and immediately refer the whole matter to the council for such action as it deems warranted under the circumstances. In the event of such failure on the part of the commission to act, the city manager shall immediately deliver to the council all of the records of the matter involved.
4. The recommendation for the approval of any amendment shall be by resolution of the commission carried by the affirmative votes of not less than a majority of its total voting members. A resolution for recommendation which receives a majority vote of the members present and voting but not a majority vote of the total voting members of the commission may, with the consent of the applicant, if any, and by majority vote of the members present, be continued until the next regular or special meeting of the commission; however, if the majority of the members present do not vote to continue the matter or the applicant does not

consent thereto, then the action shall constitute disapproval. A resolution for the approval of any amendment which fails to carry by reason of no votes of a majority of the members present shall be deemed a disapproval.

5. The commission shall announce and record its action by formal resolution. Such resolution shall be filed with the council.
 6. Not later than ten (10) days after final action by the commission on an application, notice of the decision shall be mailed to the applicant.
 7. A denial by the commission shall be final unless appealed to the council within fifteen (15) days of the date such resolution is filed with the council.
 8. An appeal may be initiated by the applicant or by any aggrieved person.
- H. ~~Notice of~~ Council Public Hearing. The hearing date of the council public hearing shall be set by the city clerk for not less than ten (10) days or more than ~~forty-sixty~~ (640) days after the filing of the commission's resolution ~~with~~ by the council. Notice shall be given as provided in Section 17.08.040(F).
- I. Notice of Council Public Hearing — Decision and Notice Thereof.
1. The council shall, not less than ten (10) days after the legal notice of a public hearing on a proposed amendment, hold such public hearing.
 2. The council may approve the proposed amendment and enact it by ordinance or disapprove it. The council shall not alter the proposed amendment without referral back to the commission unless such alteration was previously considered by the commission and unless, in the case of a district change, such alteration is more restrictive or reduces the area under consideration. A copy of the decision shall be mailed to the applicant at the address on the application. The decision shall be made within fifteen (15) days of the hearing. When the proposed amendment is referred back to the commission, the commission shall render a report to the council within forty (40) days of such referral, and the council shall render its decision within forty (40) days of the receipt of the report of the commission.
- J. Appeals on Denials.
1. The council, not more than forty (40) days after the denial by the commission, shall hear such appeal after giving notice pursuant to Section 17.08.040(F).
 2. The council shall refer any proposed reversal of such denial back to the commission for a report.
 3. The commission shall render such report to the council within forty (40) days of such referral.
 4. The council shall render its decision within forty (40) days of the receipt of the report from the commission.
- K. Reapplications for District Amendments. No person, including the original applicant, shall reapply for the same change of district on the same lot or lots within a period

of one (1) year from the date of the final decision on such previous application unless such decision is a denial without prejudice.

L. Appeals — Time Limits. Appeals, if any, to a court of competent jurisdiction shall be made within thirty (30) days after the final decision by the council. In the event such action is not appealed within thirty (30) days following the council's decision, it shall be presumed that the petitioner to a court has not acted with due diligence in asserting his rights, and the action of the city shall be deemed to be final.

M. Conditional Zoning.

1. The council may impose conditions to the zoning reclassification of property, to be given an appropriate designation on the zone map, where such conditions are essential to:
 - a. The community's protection against potentially harmful effects of the proposed use; or
 - b. Where such conditions are required to adjust the proposed use to the community's needs.
2. In the event conditions to zoning are imposed, a site plan review shall be required prior to development as provided in Section 17.08.090.

(Amended during 1995 codification; prior code § 13.21.002)

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
TITLE 17, CHAPTER 17.08, SECTION
17.08.040 TO MODIFY THE PROCEDURE
FOR INITIATION OF ZONING AMENDMENTS**

ORDINANCE NO. 19-02

WHEREAS, the City of Mendota (City) is responsible for enforcing laws and regulations designed to promote orderly development and compatible land uses through the adoption and enforcement of appropriate zoning laws; and

WHEREAS, the City's zoning laws are contained in Title 17 of the Mendota Municipal Code (MMC); and

WHEREAS, the MMC's existing procedure for the adoption of amendments to zoning laws, located in Title 17, Chapter 17.04, Section 17.08.040, is administratively burdensome and encumbers the City's ability to promptly and efficiently consider and approve amendments to its zoning laws; and

WHEREAS, the City desires to amend Section 17.08.040 to streamline the procedure for initiating amendments to its zoning laws and to promote the prompt and efficient consideration and approval of amendments to its zoning laws; and

WHEREAS, staff has prepared amendments to Section 17.08.040 to accomplish the City's desires (Proposed Amendments), a redline version of which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Proposed Amendments are administrative changes that alter the procedure by which the City may initiate zoning amendments; and

WHEREAS, the Proposed Amendments do not change any property from one district to another, impose any regulation not heretofore imposed, or remove or modify any regulations heretofore imposed, and, as such, are not themselves subject to Section 17.08.040.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. This ordinance amends Title 17, Chapter 17.08 by amending Section 17.08.040. The amendment will provide that the Planning Commission, City Council, or

City staff may initiate a zoning amendment by scheduling a public hearing before the Planning Commission, alter certain timetables for the amendment process, and make certain other clarifying and conforming changes.

SECTION 3. Section 17.08.040 of Chapter 17.08 of Title 17 of the Mendota Municipal Code is hereby amended to read as follows:

17.08.040 – Amendments to the zoning ordinance

- A. Scope. An amendment to this title which changes any property from one district to another, or imposes any regulation not heretofore imposed, or removes or modifies any such regulations heretofore imposed shall be initiated and adopted by the following procedure.
- B. Initiation. Amendments to this title may be initiated in the following manner:
 - 1. The commission, council, or staff may propose an amendment by scheduling a public hearing before the commission to consider the proposed amendment;
 - 2. A property owner or the authorized representative of an owner may propose an amendment to change property from one district to another by filing a verified petition with the commission; provided, however, such a petition shall be signed by the owners of at least sixty (60) percent of the area directly affected by such proposed amendment.
- C. Petitions.
 - 1. Form of Petition. The commission shall prescribe the form in which applications for changes of districts are made. The commission may prepare and provide blanks for such purpose and may prescribe the type of data and information to be provided by the petitioner to assist in determining the validity of the request. No application shall be received unless it is full and complete and complies with such requirements.
 - 2. Verification of Petition. The city manager shall verify the accuracy and completeness of the application and the date of verification shall be noted on the application.
 - 3. Change of C-1, C-2, C-3 or SC Districts. In addition, the applicant may provide to the commission such data and information as will assist the city manager in making a recommendation to the commission to justify its findings to the council as to the location and size of the proposed rezoning. Such data may include:
 - a. Economic studies and surveys;
 - b. Traffic studies;
 - c. Population studies; and
 - d. Any other information deemed pertinent.

- D. Filing Fee. When an application to change property from one district to another is filed, a fee shall be paid for the purpose of defraying the costs incidental to the proceedings.
- E. Administrative Investigation. The city manager shall study the proposed amendment and shall provide the information necessary for action consistent with the intent and purpose of this chapter and the general plan.
- F. Notice of Public Hearing.
 - 1. If amendments are proposed by petition, the secretary shall set the matter for public hearing no less than ten (10) days nor more than sixty (60) days after the verification of the proposal.
 - 2. Notices of required public hearings shall contain a description of the property under consideration, the nature of the proposed change, the time and place of the hearing, the body presiding over the hearing, the recommendation of the commission, if applicable, and any other pertinent data. Notice shall be given by at least one publication in a newspaper of general circulation in the city at least ten (10) days before the hearing.
 - 3. When the amendment involves the reclassification of property, additional notice shall be given by mailing a notice not less than ten (10) days prior to the date of the hearing to the owners of property within a radius of three hundred (300) feet from the external boundaries of the property described in the application, using for this purpose the last known name and address of such owners as shown on the latest adopted tax roll of the county or by posting of the property not less than ten days before the hearing.
 - 4. Any failure to make notices as aforesaid shall not invalidate any proceedings taken for amendments under this chapter.
- G. Commission Public Hearings — Recommendations and Notice Thereof.
 - 1. The commission shall, not less than ten (10) days after the publication of the legal notice of a public hearing on an amendment, hold such hearing.
 - 2. If, for any reason, testimony on any case set for public hearing cannot be completed on the day set for such hearing, the commissioner presiding at such public hearing may, before the adjournment or recess thereof, publicly announce the time and place to and at which such hearings will be continued, and such announcement shall serve as sufficient notice.
 - 3. Upon the completion of a public hearing, the commission shall, not later than forty (40) days thereafter, render its decision on the matter so heard. Failure to so act within said forty (40) days shall serve to automatically and immediately refer the whole matter to the council for such action as it deems warranted under the circumstances. In the event of such failure on the part of the commission to act, the city manager shall immediately deliver to the council all of the records of the matter involved.
 - 4. The recommendation for the approval of any amendment shall be by resolution of the commission carried by the affirmative votes of not less than a majority of

its total voting members. A resolution for recommendation which receives a majority vote of the members present and voting but not a majority vote of the total voting members of the commission may, with the consent of the applicant, if any, and by majority vote of the members present, be continued until the next regular or special meeting of the commission; however, if the majority of the members present do not vote to continue the matter or the applicant does not consent thereto, then the action shall constitute disapproval. A resolution for the approval of any amendment which fails to carry by reason of no votes of a majority of the members present shall be deemed a disapproval.

5. The commission shall announce and record its action by formal resolution. Such resolution shall be filed with the council.
 6. Not later than ten (10) days after final action by the commission on an application, notice of the decision shall be mailed to the applicant.
 7. A denial by the commission shall be final unless appealed to the council within fifteen (15) days of the date such resolution is filed with the council.
 8. An appeal may be initiated by the applicant or by any aggrieved person.
- H. Council Public Hearing. The hearing date of the council public hearing shall be set by the city clerk for not less than ten (10) days or more than sixty (60) days after the filing of the commission's resolution with the council. Notice shall be given as provided in Section 17.08.040(F).
- I. Notice of Council Public Hearing — Decision and Notice Thereof.
1. The council shall, not less than ten (10) days after the legal notice of a public hearing on a proposed amendment, hold such public hearing.
 2. The council may approve the proposed amendment and enact it by ordinance or disapprove it. The council shall not alter the proposed amendment without referral back to the commission unless such alteration was previously considered by the commission and unless, in the case of a district change, such alteration is more restrictive or reduces the area under consideration. A copy of the decision shall be mailed to the applicant at the address on the application. The decision shall be made within fifteen (15) days of the hearing. When the proposed amendment is referred back to the commission, the commission shall render a report to the council within forty (40) days of such referral, and the council shall render its decision within forty (40) days of the receipt of the report of the commission.
- J. Appeals on Denials.
1. The council, not more than forty (40) days after the denial by the commission, shall hear such appeal after giving notice pursuant to Section 17.08.040(F).
 2. The council shall refer any proposed reversal of such denial back to the commission for a report.
 3. The commission shall render such report to the council within forty (40) days of such referral.

4. The council shall render its decision within forty (40) days of the receipt of the report from the commission.
- K. Reapplications for District Amendments. No person, including the original applicant, shall reapply for the same change of district on the same lot or lots within a period of one (1) year from the date of the final decision on such previous application unless such decision is a denial without prejudice.
 - L. Appeals — Time Limits. Appeals, if any, to a court of competent jurisdiction shall be made within thirty (30) days after the final decision by the council. In the event such action is not appealed within thirty (30) days following the council's decision, it shall be presumed that the petitioner to a court has not acted with due diligence in asserting his rights, and the action of the city shall be deemed to be final.
 - M. Conditional Zoning.
 1. The council may impose conditions to the zoning reclassification of property, to be given an appropriate designation on the zone map, where such conditions are essential to:
 - a. The community's protection against potentially harmful effects of the proposed use; or
 - b. Where such conditions are required to adjust the proposed use to the community's needs.
 2. In the event conditions to zoning are imposed, a site plan review shall be required prior to development as provided in Section 17.08.090.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 12th day of March, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 26th day of March, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

 Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: NICOLAS CARDELLA, ASSISTANT CITY ATTORNEY

SUBJECT: FIRST READING OF ORDINANCE 19-03 AMENDING TITLE 8, CHAPTER 8.20 BY ADDING SECTION 8.20.155 RELATING TO RECOVERY OF ATTORNEY FEES IN NUISANCE ABATEMENT PROCEEDINGS

DATE: MARCH 8, 2019

BACKGROUND:

Government Code § 38773.5(b) states:

A city may, by ordinance, provide for the recovery of attorneys' fees in any action, administrative proceeding, or special proceeding to abate a nuisance. *If the ordinance provides for the recovery of attorneys' fees, it shall provide for recovery of attorneys' fees by the prevailing party, rather than limiting recovery of attorneys' fees to the city if it prevails.* The ordinance may limit recovery of attorneys' fees by the prevailing party to those individual actions or proceedings in which the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees.

(emphasis added.)

Mendota Municipal Code (MMC) § 8.20.150 is the City's cost recovery provision for nuisance abatement. It provides that "[w]henever a nuisance is not voluntarily abated by a property owner, the city may abate the nuisance and collect or otherwise recover the costs of such abatement as provided in this chapter." The provision makes no reference to attorney fees.

In *City of Monte Sereno v. Padgett* (2007) 149 Cal.App.4th 1530, the City of Monte Sereno sued property owners for abatement of a public nuisance. The trial court awarded the city its fees based on § 6.17.170 of the Monte Sereno Municipal Code (MSMC), which provided that "should the City commence a civil or criminal proceeding to abate a public nuisance, the costs of abatement which may be recorded shall include all legal costs including reasonable attorneys' fees incurred by the City in commencing and pursuing civil or criminal remedies." (*Id.* at 1536.) On appeal, the defendants contended that § 6.17.170 "conflicts with or is preempted by" Government Code § 38773.5.

The Sixth District Court of Appeal held that MSMC § 6.17.170 violated Government Code § 38773.5(b) and therefore that "its application cannot be upheld" because § 38773.5(b) "requires

that the ordinance provide for recovery by the prevailing party and forbids the unilateral recovery by the city.” (*Id.* at 1537.)

Mendota’s ordinance does not expressly provide for the recovery of attorney fees. However, even if it is interpreted as providing such authority, it is arguably inconsistent with § 38773.5(b) because the ordinance only provides for “unilateral recovery by the city,” which Section 38773.5(b) “forbids.” (*Id.*; see MMC § 8.20.150 [“[T]he city may abate the nuisance and *collect or otherwise recover the costs of such abatement* . . . “] [emphasis added].) Thus, under *City of Monte Sereno*, it may be argued that MMC § 8.20.150 cannot be applied to recover attorney fees incurred in connection with nuisance abatement activities.

DISCUSSION:

Staff proposes amending Chapter 8.20 to include a new § 8.20.155. The new provision would state that, at the City’s election, the prevailing party shall be entitled to recover its attorney fees in any proceeding initiated by the city to abate a public nuisance. Further, the new provision would clarify that abatement costs may include, *inter alia*, reasonable attorney fees. These amendments would ensure that the City’s recovery of costs for nuisance abatement, including the recovery of attorney fees, complies with Government Code § 38773.5(b).

Additionally, it should be noted that a substantial portion of the legal costs the City incurs for nuisance abatement activities occur prior to the July 4 holiday when the City commences its annual weed abatement. Therefore, to ensure that the proposed amendments are made effective in advance of the 2019 weed abatement efforts, it is important that this ordinance be enacted as soon as possible.

FISCAL IMPACT:

The proposed amendments will produce a positive fiscal impact by allowing the City to recover all costs, including reasonable attorney fees, incurred in connection with the City’s nuisance abatement activities. A more precise discussion of fiscal impact will be forthcoming upon the second reading.

RECOMMENDATION:

Motion to introduce the enclosed ordinance and give first reading, by title only, with second reading waived.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
TITLE 8, CHAPTER 8.20 BY ADDING
SECTION 8.20.155 RELATING TO
RECOVERY OF ATTORNEY FEES IN
NUISANCE ABATEMENT PROCEEDINGS**

ORDINANCE NO. 19-03

WHEREAS, the City of Mendota (City) is responsible for enforcing laws and regulations for the health and safety of the City's residents, including laws related to public nuisances; and

WHEREAS, when property owners refuse or are unable to voluntarily abate public nuisances, the City incurs substantial legal costs to ensure that nuisances are properly abated; and

WHEREAS, the City desires to adopt an ordinance allowing for the recovery of attorney fees incurred in connection with any judicial action, administrative proceeding, or special proceeding to abate a public nuisance; and

WHEREAS, Government Code Section 38773.5 provides that a city may by ordinance provide for the recovery of attorney fees in any action, administrative proceeding, or special proceeding to abate a nuisance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. This ordinance amends Title 8, Chapter 8.20 by adding Section 8.20.155. The amendment will provide that the prevailing party may recover its attorney fees in any judicial action, administrative proceeding, or special proceeding to abate a nuisance.

SECTION 3. Section 8.20.155 is hereby added to Chapter 8.20 of Title 8 of the Mendota Municipal Code to read as follows:

8.20.155 – Recovery of Attorney Fees

A. In any administrative action, legal proceeding, or special proceeding initiated by the city to abate a public nuisance, the prevailing party shall be entitled to recover attorney fees, provided that attorney fees shall only be available in those

actions or proceedings in which the city has provided notice at the commencement of such action or proceeding that the city intends to seek and recover attorney fees.

B. Abatement costs may include inspection costs, investigative costs, actual costs of physical abatement through demolition, repair or replacement of buildings, removal of graffiti or other inscribed material, or any other means, incidental expenses, law enforcement costs directly related to nuisance abatement, and all other costs incurred by the city in initiating proceedings and actions to enforce abatement activities, including reasonable attorney’s fees.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 12th day of March, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 26th day of March, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CITY COUNCIL DIRECTING THE CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO PARTICIPATE IN THE FRESNO COUNTY JPA TO RECEIVE CDBG GRANT FUNDS
DATE: MARCH 12 , 2019

ISSUE

Should the City Council approve resolution number 19-16, directing the City Manager to execute documents necessary in order to participate in the Fresno County JPA to receive CDBG grant funds for the period of July, 2020 thru June 30, 2021?

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) and the County of Fresno annually provide non-participating cities the opportunity to rejoin Fresno County's Urban County CDBG Program. Back in early 2018, the City elected to remove itself from the County CDBG program to participate in the State CDBG program in hopes to be able to apply for large grant amounts. After careful consideration, staff believes that rejoining the County program, for the last remaining year in the current cycle, while the City completes its utility master plans and utilizes the existing CDBG Program Income, is recommendable. Once the utility master plans are complete, the city can use those plans, should it decide to apply for State CDBG funds for larger infrastructure improvement grants.

The County receives its allocation of CDBG funds from HUD based on census data and reallocates funds to the participating cities based on the same formula HUD uses. Cities may use their funds for any eligible CDBG activity, including infrastructure, economic development, housing and public services. Cities participating in the Urban County Program also participate in the HOME Program, which provides funds to eligible residents of those cities for housing rehabilitation and homebuyer assistance, and provides housing loan funds as gap financing for affordable housing development within those cities. Cities participating in the Urban County Entitlement Program are not eligible to compete for the State of California's Small Cities CDBG Program funds.

If the City elects to join the Fresno County CDBG Program, a Joint Powers Agreement must be executed between the County and the City.

ANALYSIS

Staff has worked out timing scenarios and since the City is not prepared to apply for infrastructure grants due to the lack of water, sewer, and storm drain master plans, rejoining the County program for the last year in the cycle, with guarantee allocations makes the most sense.

FISCAL IMPACT

County CDBG program provides a guarantee amount of funds to use towards priority projects. The amount depends on how many participate in the program, last round however, the amount was 171,000. The County program also requires much less staff involvement in utilizing funds because they manage the process for us, which results in cost savings.

RECOMMENDATION

Staff recommends that the City Council adopt resolution 19-16, authorizing the City Manager to execute any documents and agreements necessary in order to rejoin the County CDBG program.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

January 17, 2019

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

Dear Mr. Gonzalez:

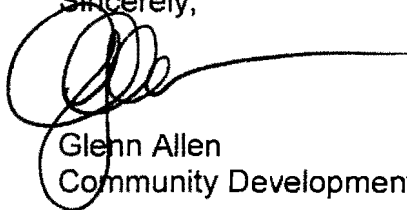
Subject: Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for the Program Year 2020-21

The U.S. Department of Housing and Urban Development (HUD) and the County of Fresno annually provide non-participating cities the opportunity to rejoin Fresno County's Urban County CDBG Program. This letter serves to notify you of the opportunity to rejoin the County CDBG Program for the remaining one-year period, from July 1, 2020 to June 30, 2021.

The County receives its allocation of CDBG funds from HUD based on census data and reallocates funds to the participating cities based on the same formula HUD uses. Cities may use their funds for any eligible CDBG activity, including infrastructure, economic development, housing and public services. Cities participating in the Urban County Program also participate in the HOME Program, which provides funds to eligible residents of those cities for housing rehabilitation and homebuyer assistance, and provides housing loan funds as gap financing for affordable housing development within those cities. Cities participating in the Urban County Entitlement Program are not eligible to compete for the State of California's Small Cities CDBG Program funds.

If the City elects to join the Fresno County CDBG Program, a Joint Powers Agreement must be executed between the County and the City. If you are interested in rejoining the County Program at this time, or if you have any questions, please call Kristi Johnson at (559) 600-4292 no later than February 15, 2019. We look forward to working with you.

Sincerely,



Glenn Allen
Community Development Manager

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA DIRECTING
THE CITY MANAGER TO EXECUTE THE
DOCUMENTS NECESSARY IN ORDER
TO PARTICIPATE IN THE FRESNO COUNTY
JPA TO RECEIVE CDBG GRANT FUNDS**

RESOLUTION NO. 19-16

WHEREAS, the City of Mendota seeks out grant funds to support the various programs and projects it participates in; and

WHEREAS, the City of Mendota is currently attempting to procure Community Development Block Grant (CDBG) funds independently; and

WHEREAS, the City wishes to rejoin the Fresno County JPA that seeks CDBG funding on a regional basis with commensurate shares going to each participating City; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby declares its intent to join the County of Fresno's JPA for CDBG funds;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council authorizes and directs the City Manager to take the needed action and execute any documents necessary to ensure full participation in the Fresno County CDBG program.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: SECOND READING OF ORDINANCE 19-01: APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MENDOTA AND KSA HOMES, INC. RELATING TO THE DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE LA COLONIA PROPERTY

DATE: MARCH 12, 2019

DISCUSSION:

This item before you is the consideration of the final approval of the Ordinance adopting the second amendment to the Development Agreement for La Colonia, which as discussed at your previous meeting will have the following effects:

- Revision of the number of lots in the subdivision from 86 to 85.
- The full cost of the improvements to Well No. 3 will be paid from existing City Water funds.
- The full cost of the storm drain conveyance and storage improvements for the project and surrounding areas will be paid from existing City Storm Drain Impact Fees.
- The full cost of the traffic signal at Bass and Barboza, benefitting the project and the surrounding community, will be paid from existing Development Impact Fees.
- By May 1, 2019, KSA Homes will pay \$884,050.60 directly into the General Fund, which will then be used in full by the City to help fund a Rojas-Pierce park improvement project.

As discussed, the intent of the agreement is unchanged from the original intent of the Agreement approved last August, which is to provide funding for the Rojas-Pierce park project, and this Amendment provides for equivalent exactions from the Developer. Only the mechanics and the cash flows have changed.

FISCAL IMPACT:

As reported at the meeting of February 26, the revised lot layout (reducing count from 86 to 85) will result in one less lot paying Development Impact Fees as the subdivision is built out. This will result in a loss of income to the City of \$8,778.47.

RECOMMENDATION:

Staff recommends that that City Council move to waive further reading of Ordinance No. 19-01, and to pass and adopt Ordinance No. 19-01: an ordinance approving an Amendment to the Development Agreement by and between the City of Mendota and KSA Homes, Inc. relating to the development of the property commonly known as the La Colonia Property.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AMENDMENT TO THE DEVELOPMENT
AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND KSA HOMES,
INC. RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN
AS THE LA COLONIA PROPERTY**

ORDINANCE NO. 19-01

WHEREAS, on August 28, 2018 the City Council of the City of Mendota (“City”) adopted Ordinance No. 18-04, approving a development agreement (“Development Agreement”) by and between the City and KSA Homes, Inc. (“Developer”) (collectively, “Parties”);

WHEREAS, an Addendum to the Development Agreement was adopted on October 23, 2018; and

WHEREAS, after approval of the Development Agreement, Developer requested certain changes to the parcel map resulting in the development property being subdivided into 85 lots, rather than the original 86 lots;

WHEREAS, City and Developer have agreed to alter certain rights and responsibilities under the Development Agreement and to various clarifying and conforming changes;

WHEREAS, to accommodate Developer’s requested changes to the parcel map and the Parties’ other desired modifications, the Parties have agreed to amend the Development Agreement;

WHEREAS, staff has prepared a revised Development Agreement modifying the Development Agreement in accordance with the Parties’ intentions, which is attached hereto as Exhibit “A” and incorporated herein by this reference (“Amendment to Development Agreement”);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Amendment to Development Agreement attached hereto as Exhibit “A”.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to the “Development Agreement Regulations.”

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

1. The Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, in that it establishes certain development rights, obligations and conditions for the implementation of the La Colonia Property;
2. The Amendment to Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the La Colonia Property;
3. The Amendment to Development Agreement is in conformity with public convenience, general welfare, and good land use practice;
4. The Amendment to Development Agreement will not be detrimental to the public health, safety, and general welfare;
5. The Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

SECTION 4. The foregoing findings and determinations are based upon the following:

1. The Recitals set forth in this Ordinance, which are deemed true and correct;
2. Ordinance No. 18-04, adopted by the City Council on August 28, 2018 approving the Development Agreement by and between City and Developer, and the Recitals therein, which are deemed true and correct;
3. Resolution No. 18-61, adopted by the City Council on August 14, 2018, making findings as to the Mitigated Negative Declaration for the La Colonia Project, approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
4. The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. 18-62 prior to adoption of this Ordinance;
5. All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property;
6. All documentary and oral evidence received at public hearings or submitted to the Planning Commission, or City during the comment period relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property; and
7. All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City general ordinances, policies and regulations.

SECTION 5. Pursuant to 14 C.C.R. § 15162, when a negative declaration has been adopted for a project, no subsequent analysis need be performed upon a subsequent approval unless substantial evidence shows that changed conditions could potentially cause new significant environmental effects. In accordance with § 15162, the City hereby finds:

1. No substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. No substantial changes have occurred with respect to the circumstances under which the project will be undertaken which will require major revisions of the negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the negative declaration was adopted, shows any of the following: (A) the project will have one or more significant effects not discussed in the previous negative declaration; (B) significant effects previously examined will be substantially more severe than shown in the previous negative declaration; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous negative declaration would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

SECTION 6. The City Council hereby approves the Amendment to Development Agreement, attached hereto as Exhibit "A" subject to such minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 7. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Amendment to Development Agreement on behalf of the City of Mendota.

SECTION 8. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Amendment to Development Agreement pursuant to the terms of the Amendment to Development Agreement.

SECTION 9. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

* * * * *

The foregoing ordinance was introduced on the 26th day of February, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 12th day of March, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

Exhibit A
(Revised Development Agreement)

Exhibit A

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MENDOTA AND
KSA HOMES, INC.**

This First Amendment is entered into by and between the City of Mendota, a California municipal corporation, and KSA Homes, Inc., a California corporation, (collectively, "Parties") as of _____ ("Effective Date").

RECITALS

WHEREAS, on August 28, 2018 the City Council of the City of Mendota ("City") adopted Ordinance No. 18-04, approving a development agreement ("Development Agreement") by and between the City and KSA Homes, Inc. ("Developer") (collectively, "Parties"), attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, an Addendum to the Development Agreement was adopted on October 23, 2018, attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, after approval of the Development Agreement, Developer requested certain changes to the parcel map resulting in the development property being subdivided into 85 lots, rather than the original 86 lots;

WHEREAS, City and Developer have agreed to alter certain rights and responsibilities under the Development Agreement and to various clarifying and conforming changes;

WHEREAS, to accommodate Developer's requested changes to the parcel map and the Parties' other desired modifications, the Parties have agreed to execute an amendment to the Development Agreement ("Amendment");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and agreements as hereafter set forth, the Parties hereto agree and compromise as follows:

A. Amendments to the Development Agreement

The Parties agree that the Development Agreement shall be amended as follows:

1. Recitals

Recitals, Section D ("Development Approvals"), Subsection 5 is hereby amended to read as follows:

5. Tentative Subdivision Map No. 2018-01, proposing creation of 86 single family lots, a lot for commercial development, and a lot for a mini park, approved by the Planning Commission on June 19, 2018 ("Tentative Map") (**Exhibit C**). The Tentative Subdivision Map proposed creation of 86 single-family lots. In the process of finalizing lot configurations, Developer has

revised the lot arrangement to include 85 lots. The City Engineer has determined the Final Map to be in substantial conformance with the Tentative Map.

2. Article 1

Article 1, Section 101 is hereby amended to read as follows:

101. Vested Rights. Developer shall have a vested right to develop the Subject Property for the period this Agreement is in effect in accordance with the Development Approvals, Subsequent Development Approvals, the provisions of this Agreement and Applicable Rules (as defined in Section 102.1). The Parties have negotiated and agreed upon the development impact fees, dedications, and exactions that will be required in connection with the development of the Subject Property. The off-site improvements applicable to the Subject Property are set forth in **Exhibit E** (Storm Drain) and **Exhibit F** (Traffic Signal). The parties intend that these shall be the only off-site improvements applicable to the development of the Subject Property during the period this Agreement is in effect. As set forth in **Exhibit E** and **Exhibit F**, Developer shall be eligible for reimbursement of the subject off-site improvements. Reimbursement, as specified in each of these Exhibits, shall be payable as acceptable progress is made and upon timely completion of the enumerated improvements and acceptance thereof by the City.

Additionally, in lieu of the Development Impact Fees that would otherwise be assessed to the development, which are set forth in **Exhibit G**, Developer shall remit to City a lump sum payment in the amount of \$884,050.60 (“In Lieu Payment”) on or before May 1, 2019. The In Lieu Payment shall be deposited in the City’s General Fund and shall be used to fund various park improvement projects as determined by the City.

After the first eight (8) years of this Agreement, the development impact fees applicable to the development of the Subject Property shall be **all** applicable fees, as reasonably determined by the City, adopted by the City in effect at the time payment of the fees is required, including any new fees the City adopted at any time the Agreement is in effect. The amount of the fees applicable to the development of the Subject Property after the first eight (8) years the Agreement is in effect shall be as set forth in the most current adopted Master Fee schedule at the time payment is required.

The amounts of permit processing fees shall be in accordance with City standard practice and regulation at the time of this Agreement. Nothing provided in this Agreement shall limit the Developer from exercising vesting rights obtained before or after execution of this Agreement through other means.

To the extent not otherwise provided in this Agreement, the conditions of approval and mitigation measures in the Development Approvals related to dedications and reservation of easements are intended to meet the requirements of Government Code section 65865.2 related to a development agreement providing a provision for the reservation or dedication of land for a public purpose.

Article 1, Section 105.1, subdivision (a) is hereby amended to read as follows:

- a. All processing fees then due have been paid as required by the terms of this Agreement, and all In Lieu Improvements required in **Exhibit E** (Storm Drain) and **Exhibit F** (Traffic Signal), and any other public improvements and facilities required to be constructed or installed by Developer in connection with the development of the Subject Property, or applicable portion thereof, have been constructed and installed, or Developer or the proposed assignee have provided security adequate, in the reasonable discretion of the City, to assure construction and installation of any and all such public improvements and facilities and the City receives a copy of the assignment that meets the requirements of Section 105.3; or

Article 1, Section 105.6 is hereby amended to read as follows:

105.6 Because of the extensive landscaping Developer will be constructing along the Bass Avenue frontage of the Project, and the landscaping improvements required for the pocket park proposed within the development, the City intends to form a Landscape and Lighting District (LLD) under the Landscape and Lighting Act of 1972 (Street & Highways Section 22500, et seq.) to finance the ongoing maintenance, irrigation and repair costs for those areas, which will all be the responsibility of the City. The Developer agrees to annex Tract No. 6218 into the LLD, and the Developer shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6218 into the LLD. In furtherance of the foregoing, the Developer agrees to approve the levy of an assessment on any residential dwelling unit in the amount that is adopted by the City for the 2019-20 fiscal year as part of the formation of the LLD, which amount shall be calculated as the total estimated lighting operation and landscape maintenance cost for the fiscal year, plus a ten-percent reserve, spread equally across the 81 units of Tract No. 6218. This assessment shall be subject to an annual escalation factor of no less than 2% but no greater than the rate of increase in the Consumer Price Index published by the U.S. Department of Labor for the County of Fresno.

3. Article 2

Article 2, Section 201.1.1 is hereby amended to read as follows:

201.1.1 Timely Submittals by Developer. Developer acknowledges that City cannot begin processing Subsequent Development Approvals until Developer submits complete applications. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer’s planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other required materials as set forth in the Applicable Rules. Developer shall use all reasonable efforts to submit or cause to be submitted documents, applications, plans and other information necessary for City to carry out its obligations hereunder that are in a final form, not subject to unreasonable changes by Developer and that comply with this Agreement and all Applicable Rules. Plan changes made after submittal pursuant to this Section will be subject to such additional charges as provided in **Exhibit G**. The City reserves the right to reject any incomplete or non-conforming submittals.

Article 2, Section 201.1.1 is hereby amended to read as follows:

201.3 Non-Development Entitlement Plan Review. Nothing provided in this Section 201 is intended to include the submission and review by the City of plans for off-site improvement (as required under **Exhibit E** and **Exhibit F**), including but not limited to, construction plans for traffic signals, storm drains, and public water systems or well sites. Procedures to be used for review of off-site improvements shall be pursuant to then existing City policies, ordinances and standards. Plan submittals for off-site improvements will not be given priority status over any other submittals but will be reviewed on a “first in first out” basis.

Article 2, Section 202.1.2 is hereby amended to read as follows:

202.1.2 Off-Site Improvements. Developer will construct all Off-Site Improvements as provided in **Exhibit E** and **Exhibit F** pursuant to the description and timing provided in those exhibits.

Article 2, Section 202.1.2 is hereby amended to read as follows:

202.1.3 Financing of Off-Site Improvements. Developer is responsible for financing the construction of the Off-Site Improvements described in **Exhibit E** and **Exhibit F**. Reimbursement of these costs will be made in accordance with Paragraph 101 of this Agreement and **Exhibit E** and **Exhibit F**.

Article 2, Section 202.2 is hereby amended to read as follows:

202.2 Public Works Development Standards; Specifications. In completing the construction of the On-Site and Off-Site Improvements described in **Exhibit E** and **Exhibit F**, Developer shall comply with (a) the condition and terms of the Development Approvals and Subsequent Development Approvals, (b) all approved construction plans, (c) all applicable laws, ordinances, and resolutions in effect at the time of construction not inconsistent with this Agreement, and (d) the construction standards contained in the City's Standard Specifications in effect at the time of construction. If the City does not have standard specifications for any construction to be performed, the Developer will complete construction in accordance with the standards and specifications of the State of California, Department of Transportation. Developer shall complete all construction to the satisfaction of, and use materials satisfactory to, the City Engineer and the City. The City Engineer and/or the City may inspect all construction and materials.

Article 2, Section 202.4 is hereby amended to read as follows:

202.4 Prevailing Wages. As the Off-Site Improvements identified in **Exhibit E** and **Exhibit F** constitute public works, under State law, Developer is required to pay and to cause its contractor and subcontractors to pay prevailing wages for the construction of the Off-Site Improvements as those wages are determined pursuant to Labor Code Section 1720 et seq. and in implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Section 1720 et seq. and implementing regulations of the Department of Industrial Relations. Developer shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as required by law. During the construction of the Off-Site Improvements, Developer shall or shall cause its contractor to post at the La Colonia Project the applicable prevailing rates of per diem wages. Developer shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Section 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the Off-Site Improvements as being subject to Prevailing wages.

Article 2, Section 204 is hereby amended to read as follows:

204. Reimbursement for Off-Site Improvements. Except as provided in this Agreement, Developer shall not be entitled to any reimbursement and/or credits pursuant to any fee programs as provided in the Mendota Municipal Code and/or adopted City policies for those fee programs.

4. Article 7

Article 7, Section 703 is hereby amended to read as follows:

703. Entire Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-three (23) pages and Exhibits A through G, which constitute the entire understanding and agreement of the Parties. Said exhibits are identified as follows:

Exhibit A: Legal Description of the Subject Property

Exhibit B: Site Map

Exhibit C: Tentative Subdivision Map

Exhibit D: Ordinance Adopting Development Agreement

Exhibit E: Exaction: Off-Site Improvement (Storm Drain)

Exhibit F: Exaction: Off-Site Improvement (Traffic Signal)

Exhibit G: Development Impact and Processing Fees

Exhibits A through G are incorporated into the Agreement. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 7, the provisions of Articles 1 through 7 shall prevail.

5. Exhibit E

Exhibit E is hereby amended to read as follows:

EXHIBIT “E”

Exaction: Off-Site Improvement (Storm Drain System)

The Applicant proposes to connect to the City’s existing storm drain system near 2nd Street and Bass Avenue. Storm water would flow into or be pumped into the existing ditch and would be conveyed to the City’s wastewater treatment plant (WWTP) where it would be discharged into a retention pond.

The Applicant proposes to connect the drainage system within the proposed development to the City's existing storm drain system near 2nd Street and Bass Avenue via a system of catch basins, manholes and underground pipes and potentially a pump station, as approved by the City Engineer. The applicant shall improve the ditch to achieve the capacity needed to convey all current and proposed storm water that is tributary to the ditch, and shall construct a new retention basin at the WWTP, in a location specified by the City and to the capacity required by the City Standards. This work will also require coordination with PG&E for relocation and elevation of existing power poles which run along the northerly side of the proposed retention basin.

The Applicant will be eligible for reimbursement from the City for labor and materials costs associated with completed and accepted work. Reimbursement will be made in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for labor and materials which have been accepted by the City.

6. Exhibit F

Exhibit F is hereby amended to read as follows:

EXHIBIT "F"

The applicant will be required to construct a traffic signal at the intersection of Bass Avenue and Barboza Street. The signal shall provide for through and protected left-turn phases for each direction, and shall be designed by a qualified civil or traffic engineer licensed to practice in the State of California. Plans shall be submitted to the City for review along with the other improvement plans for Phase 1 of the development, and prior to start of construction.

The traffic signal may be completed in two parts. The first part, the underground work for the traffic signal, including conduits, pedestals and detector loops, must be done together with the Bass Avenue improvements and shall be completed prior to acceptance by the City of the public infrastructure improvements for the first Final Map phase of the development. The entire traffic signal must be in place, operational, and accepted by the City before a 60th building permit in the overall development will be released.

The City will reimburse the Applicant for the actual documented cost of each part completed and accepted. Ninety-five (95) percent of this amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for labor and materials which have been completed in the prior month, with the final five (5) percent due and payable thirty (30) days after each part of the traffic signal work is accepted as complete by the City.

7. Exhibit G

Exhibit G is hereby amended to read as follows:

EXHIBIT "G"

Exaction: Development Impact and Processing Fees

The project will be subject to two types of City-imposed fees during construction:

1. Processing fees, including application, plan and map checking and inspection fees shall be per the City’s standard development fee schedule.
In particular, plan checking and inspection fees are cost recovery for the City and are not fixed amounts.

2. Development Impact Fees, per the City’s adopted schedule
These fees are normally assessed per unit, per acre or per the unit specified in the fee schedule. In lieu of paying these fees, Developer shall remit to City a lump sum payment in the amount of \$884,050.60 on or before May 1, 2019, consisting of the total amount of fees listed below (\$834,050.60) plus a Rojas Park impact fee (\$50,000).

Fee	Unit Type	Units	Fee per Unit	Subtotal
City Management and General Services	EDU	85	\$218.81	\$18,598.85
Law Enforcement	EDU	85	\$591.49	\$50,276.65
Fire Protection	EDU	85	\$714.10	\$60,698.50
Storm Drainage	AC	17.00	\$5,169.45	\$87,880.65
Water Supply & Treatment	EDU	85	\$2,350.30	\$199,775.50
Wastewater & Treatment	EDU	85	\$1,947.56	\$165,542.60
Traffic Impact	EDU	85	\$690.05	\$58,654.25
Recreational Facilities	EDU	85	\$1,364.51	\$115,983.35
Water Connection Charges	Connection		\$420.77	\$35,765.45
Sewer Connection Charges	Connection		\$480.88	\$40,874.80
Total				\$834,050.60

8. Exhibit H

Exhibit H is deleted in its entirety.

9. Exhibit I

Exhibit I is deleted in its entirety.

B. Ratification & Conflict

Except as expressly amended by this Amendment, the terms and conditions of the Development Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect. In the event of any conflict or inconsistency between the terms of the

Development Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.

WHEREFORE, the undersigned declare that they have read this document and understand its terms and freely enter into this Agreement.

CITY OF MENDOTA

KSA HOMES, INC.

By: _____

By: _____

Its: _____

Its: _____

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND KSA HOMES,
INC., RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN
AS THE LA COLONIA PROPERTY**

ORDINANCE NO. 18-04

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of Mendota (the "City") has enacted regulations (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, the La Colonia Property is owned by KSA Homes, Inc., a California Limited Liability Corporation ("Developer"); and

WHEREAS, on August 14, 2018, the City certified the Mitigated Negative Declaration for the La Colonia Project; and

WHEREAS, prior to adopting this Ordinance, the City Council, on August 14, 2018, adopted Resolution No. 18-61, finding that, where feasible, mitigation measures have been imposed and modifications incorporated into the Project which avoid or substantially lessen all significant adverse environmental impacts; and

WHEREAS, the City Council of the City of Mendota adopted Resolution No. 18-62, which approved a general plan amendment for the La Colonia Property; and

WHEREAS, the City Council of the City of Mendota adopted No. 18-03, which approved a zone change for the La Colonia Property; and

WHEREAS, Developer desires to carry out the development of the La Colonia Property consistent with the General Plan, as amended, zone change and the Development Agreement and the vested entitlements referenced therein; and

WHEREAS, the Development Agreement will assure the City and its residents and the Developer that the Development will proceed as proposed and that the public improvements and other amenities and funding obligations, will be accomplished as proposed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 19, 2018, on the Mitigated Negative Declaration, the General Plan Amendment, zone change and project entitlements, during which public hearing the Planning Commission received comments from the Developer, City staff, public agencies and members of the general public; and

WHEREAS, following the public hearing, the Planning Commission made a recommendation to the City Council on the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map and the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on August 14, 2018, held a duly noticed public hearing on the Mitigated Negative Declaration, the General Plan Amendment, zone change, project entitlements, and the Development Agreement, during which public hearing, the City Council received comments from the Developer, City staff, public agencies and members of the general public; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to "Development Agreement Regulations".

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, in that it establishes certain development rights, obligations and conditions for the implementation of the La Colonia Property;
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the La Colonia Property;
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Development Agreement will not be detrimental to the public health, safety and general welfare;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

SECTION 4. The foregoing findings and determinations are based upon the following:

1. The Recitals set forth in this Ordinance, which are deemed true and correct;
2. Resolution No. 18-61, adopted by the City Council on August 14, 2018, making findings as to the Mitigated Negative Declaration for the La Colonia Project, approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
3. The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. 18-62 prior to adoption of this Ordinance;
4. All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property;
5. All documentary and oral evidence received at public hearings or submitted to the Planning Commission, or City during the comment period relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property; and
6. All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Mendota.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

* * * * *


The foregoing ordinance was introduced on the 14th day of August, 2018 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 August, 2018 by the following vote:

AYES: 4 – Mayor Pro Tem Martinez, Councilors Mendoza, Rosales, and Silva
NOES: 0
ABSENT: 1 – Mayor Castro
ABSTAIN: 0



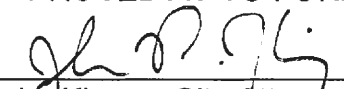
Victor Martinez, Mayor Pro Tem

ATTEST:



Matt Flood, City Clerk

APPROVED AS TO FORM:



John Kinsey, City Attorney



DEVELOPMENT AGREEMENT

By and Between
THE CITY OF MENDOTA
and
KSA HOMES, INC.

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 28th day of August, 2018 (the “**Effective Date**”) by and between the City of Mendota, a municipal corporation (the “**City**”), and **KSA Homes, Inc., a California corporation (“Developer”)**, pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California. City or Developer may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. Legal Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the Government Code (“**Development Agreement Law**”) authorizing any city, county or city and county to enter into a binding development agreement with an applicant for a development project, establishing certain development rights in the property which is the subject of the development project application.

B. Project Description. On August 14, 2018, the City adopted the Mitigated Negative Declaration for the La Colonia Project (Resolution No. 18-61). The La Colonia Project includes two parcels containing approximately 18.7 acres on the south side of Bass Avenue, east of State Highway 33 in the City of Mendota, bearing Fresno County Assessor’s Parcel Numbers of 013-061-015 and 012-160-039 (the “Subject Property”). The La Colonia Project includes 86 lots for single family homes, a lot for a mini park, and a 1.65-acre lot for future commercial development. Attached hereto as **Exhibit B** and incorporated herein by this reference is a map depicting the location of the La Colonia Project that is governed by this Agreement.

C. Developer’s Interest in Land. California Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the fee simple owner or has an equitable interest in the Subject Property, more particularly described in the legal description attached hereto as **Exhibit A** and the Site Map attached hereto as **Exhibit B**. Developer seeks to develop the Subject Property consistent with the 2025 Mendota General Plan (“**General Plan**”).

D. Development Approvals. The following development approvals (“**Development Approvals**”) affecting the Subject Property have been previously approved by the City or will be approved concurrently with this Agreement:

1. A Mitigated Negative Declaration (“MND”), including project-specific mitigation measures adopted by the City.
2. General Plan Amendment 2018-01, amending the Land Use Map of the General Plan to change the land use designation of the project site from “Community Commercial” and “High Density Residential” to “Medium Density Residential” and a smaller area of “Community Commercial” and “Recreational” approved by the City Council. (Resolution No. 18-62).
3. Zone Change 2018-01, changing the zoning of the Site, adopted by the City Council. (Ordinance No. 18-03).
4. This Development Agreement approved by the City Council (Ordinance No. 18-04, adopted on August 28, 2018).
5. Tentative Subdivision Map No. 2018-01, creating 86 single family lots, a lot for commercial development, and a lot for a mini park, approved by the Planning Commission on June 19, 2018 (“Tentative Map”) (**Exhibit C**).

E. Certainty Desired. Developer desires to carry out the development of the Subject Property as a mixed use development consistent with the General Plan, the Development Approvals, and this Agreement. The complexity, magnitude and long term build-out of the Subject Property would be difficult for Developer to undertake if the City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with the development of the Subject Property. In order to obtain the housing, tax and other benefits the development of the Subject Property will provide and to assure that the impacts of the La Colonia Project will be adequately addressed, City desires certainty as to the scope of development, and in particular that needed infrastructure, facilities and services related to the La Colonia Project will be provided in a timely fashion. Developer desires certainty regarding the type and amount of development fees and exactions that it will be charged by the City and to define the design review and permitting process. As a result of the execution of this Agreement, both Parties can be assured that the development of the Subject Property can proceed without disruption caused by a change in City planning and development policies and requirements.

F. Subsequent Development Approvals. In addition to the Development Approvals, the development of the Subject Property will require various additional future land use and construction approvals from the City to implement the Development Approvals (“**Subsequent Development Approvals**”). Subsequent Development Approvals may include but are not limited to: parcel maps (vesting or otherwise), conditional use permits, site plans and building permits.

G. Consistent with General Plan. The City hereby finds and determines that the execution of this Agreement is in the best interests of the public health, safety and general welfare and is consistent with the General Plan.

H. Voluntary Agreement. This Agreement is voluntarily entered into by the Developer in order to implement the General Plan and in consideration of the rights conferred and the procedures specified herein for the development of the Subject Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the General Plan and in consideration of the agreements and undertakings of the Developer hereunder.

I. Project Provides Substantial Benefits. This Agreement furthers the public health, safety and general welfare, and the provisions of this Agreement are consistent with the General Plan. For the reasons recited herein, the City and Developer have determined that the La Colonia Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and Subsequent Development Approvals, thereby encouraging planning for, investment in and commitment to use and develop the Subject Property. Continued use and development of the Subject Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Law was enacted:

1. Provide for the development of unused agricultural land.
2. Provide increased tax revenues for the City.
3. Provide for jobs and economic development in the City.
4. Provide infrastructure improvements that can be utilized by regional users and future users.

J. CEQA. The City Planning Commission, in its independent judgment, on the basis of an initial environmental assessment and findings of no significance, found that the La

Colonia Project will not have a significant impact on the environment and adopted a Mitigated Negative Declaration on June 19, 2018.

K. This Agreement was reviewed at a duly noticed public hearing before the City Council of the City.

L. The City Council, after a duly noticed public hearing, found that the provisions of this Agreement are consistent with the General Plan and other applicable plans and policies of the City.

M. On August 28, 2018, the City Council adopted **Ordinance** No. 18-04 approving this Agreement. A copy of the Ordinance is attached hereto as **Exhibit D** and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer (each herein sometimes called a “**Party**” and jointly the “**Parties**”) hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

100. Property Description and Binding Covenants. The Subject Property is that property described in **Exhibit A**. The Developer represents that it has a legal or equitable interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property (excepting owners or claimants in easements) are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Subject Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties. The Developer hereby warrants that any and all parties having record title interest at the time of execution of this Agreement in the Subject Property which may ripen into a fee have subordinated to this Agreement and that all such instruments of subordination, if any, are attached hereto and made a part of this Agreement. To the extent there exists any area of the Subject Property have has not yet been annexed to the City, said property shall be so annexed prior to expiration of the term of this Agreement as the same may be amended and the duration extended pursuant to the terms of Section 700.

101. Vested Rights. Developer shall have a vested right to develop the Subject Property for the period this Agreement is in effect in accordance with the Development Approvals,

Subsequent Development approvals, the provisions of this Agreement and Applicable Rules (as defined in Section 102.1). The Parties have negotiated and agreed upon the development impact fees, dedications, and exactions that will be required in connection with the development of the Subject Property. The off-site improvements, dedications and exactions applicable to the Subject Property are set forth in **Exhibit E** (Storm Drain), **Exhibit F** (Traffic Signal), **Exhibit G** (Well), and **Exhibit H** (Soccer Field). The Parties intend that these shall be the only off-site improvements, dedications, and exactions applicable to the development of the Subject Property during the period this Agreement is in effect. In lieu of portions of the development impact fees applicable to the development of the Subject Property, Developer shall be required to construct the off-site improvements as further described in **Exhibit E** (Storm Drain), **Exhibit F** (Traffic Signal), **Exhibit G** (Well), and **Exhibit H** (Soccer Field) (collectively, the “**In Lieu Improvements**”).

As set forth in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H**, Developer shall be eligible for partial reimbursement of the subject off-site improvements. Portions of the reimbursements, as specified in each of these Exhibits, shall be payable as acceptable progress is made and upon timely completion of the enumerated improvements and acceptance thereof by the City. The remaining portions of the reimbursements shall be repaid as credits against the cumulative Development Impact Fees that would otherwise be assessed to the development. These fees are set forth in **Exhibit I**. No reimbursement will be made for any costs for the improvements in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H** which are in excess of the total Development Impact Fees which would be assessed to the development.

To the extent that the City’s regular Development Impact Fees for the development exceed the reimbursable portions of the offsite improvements set forth in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H**, the remaining amounts shall be paid by the Developer to the City. The City shall divide the funds between its several Development Impact accounts in proportion to the total overall fee that would have been charged to the development in the absence of this Development Agreement.

After the first eight (8) years of this Agreement, the development impact fees applicable to the development of the Subject Property shall be **all** applicable fees, as reasonably determined by the City, adopted by the City and in effect at the time payment of the fees is required, including any new fees the City adopted at any time the Agreement is in effect. The amount of the fees applicable to the development of the Subject Property after the first eight (8) years the agreement is in effect shall be as set forth in the most current adopted Master Fee schedule at the time payment is required.

The amounts of permit processing fees shall be in accordance with City standard practice and regulation at the time of this Agreement. Nothing provided in this Agreement shall limit the

Developer from exercising vesting rights obtained before or after execution of this Agreement through other means.

To the extent not otherwise provided in this Agreement, the conditions of approval and mitigation measures in the Development Approvals related to dedications and reservation of easements are intended to meet the requirements of Government Code section 65865.2 related to a development agreement providing a provision for the reservation or dedication of land for a public purpose.

102. Rules, Regulations and Official Policies.

102.1 Applicable Rules, Regulations and Official Policies. For the term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Subject Property shall be the Applicable Rules as defined in this Section 102.1. The Applicable Rules are defined as those rules, regulations, and official policies set forth in (i) the Development Approvals; (ii) this Agreement (including Exhibits); and (iii) with respect to matters not addressed by these documents, those rules regulations, official policies, standards and specifications in force on the date of this Agreement, to the extent not inconsistent with the Development Approvals and this Agreement. The Applicable Rules shall also include, any changes in the General Plan, City of Mendota Zoning Ordinance (“**Zoning Ordinance**”) or any future rules, ordinances, regulations or policies adopted by the City which are made applicable by the provisions of Section 102.2.

Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, Zoning Ordinance or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the development of the Subject Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to amend or modify this Agreement pursuant to Section 700.

To the extent not otherwise provided in this Agreement, the requirements of the Applicable Rules shall fulfill the requirements of Government Code section 65865.2 related to the agreement specifying allowed uses, allowed density and intensity of uses and maximum height and size of proposed buildings.

102.2 Changes in State or Federal Law. This Section shall not preclude the application to the development of the Subject Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the date of this Agreement, or action by any governmental jurisdiction other than the City required

by state or federal laws, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, then the Parties shall meet and confer in good faith to determine the feasibility of modifying, extending or suspending one or more provisions of this Agreement as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction required by state or federal laws. The Developer shall provide a reasonable number of options to the City and demonstrate the feasibility of modifying, extending or suspending the Agreement in part. Developer is required to provide all engineering and analysis (which shall meet industry and City standards) to support its position.

To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state laws) have the effect of preventing, delaying or modifying development of the Subject Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. The Developer is required, at its cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal or state agencies required by federal or state laws (or such actions of regional and local agencies, including the City, required by federal or state laws).

103. City's Reservation of Authority. The Parties acknowledge that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein to the maximum extent allowed by law. The Parties further acknowledge and agree, however, that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to the City all of its police power and/or statutory or other legal powers or responsibilities that cannot be so limited. This Agreement shall be construed to reserve to the City all such power and authority which cannot be restricted by contract, including compliance with the California Environmental Quality Act (CEQA). Nor shall this Agreement be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials.

104. Term; Recordation. The term of this Agreement shall commence upon the recordation of this Agreement with the County Recorder and shall extend for a period of twenty (20) years. Thereafter, unless said term is modified or extended by mutual consent of the Parties, subject to the provisions of Section 700 hereof, upon expiration of said term, this Agreement shall be deemed terminated and of no further force and effect and the Parties shall, upon request of the City, execute an appropriate certificate of termination which shall be recorded in the official

records of the County, subject, however, to the provisions of Section 307 hereof. The City Planning Director shall record the Agreement within 10 days of final approval by Council.

105. Sale or Assignment; Release. This Agreement, its rights, duties or obligations may be assigned, sold, exchanged or transferred, in whole or in part, in connection with a transfer by Developer of all or a portion of its interests in the Subject Property, subject to the terms of this Section.

105.1 A sale, transfer or assignment of all or a portion of Developer's interest in this Agreement shall not require the approval of the City if:

- a. All processing fees then due have been paid as required by the terms of this Agreement, and all In Lieu Improvements required in **Exhibit E** (Storm Drain), **Exhibit F** (Traffic Signal), **Exhibit G** (Well), and **Exhibit H** (Soccer Field) and any other public improvements and facilities required to be constructed or installed by Developer in connection with the development of the Subject Property, or applicable portion thereof, have been constructed and installed, or Developer or the proposed assignee have provided security adequate, in the reasonable discretion of the City, to assure construction and installation of any and all such public improvements and facilities and the City receives a copy of the assignment that meets the requirements of Section 105.3; or
- b. The sale, transfer or assignment is to an entity controlled by or in common control with Developer; or
- c. The transfer or assignments results from the death or mental or physical incapacity of an individual who is a controlling member of the Developer corporation; or
- d. The transfer or assignment is in trust for the benefit of a spouse, children, grandchildren or other family members of a controlling member of the Developer corporation; or
- e. The transfer or assignment consists of the granting of a security interest in this Agreement and the enforcement or use of such security interest in accordance with the remedies available thereunder.

105.2 Any other sale, transfer or assignment of all or a portion of Developer's interest in this Agreement shall require the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

105.3 Any proposed assignee or transferee shall agree to assume and be bound by all applicable duties, obligations and covenants of the Developer under this Agreement. The assumption must be set forth in an assumption agreement in a form reasonably acceptable to and approved in writing by the City. Any assumption agreement shall include a Notice to the assignee that they may be subject to fees for development of the property, as limited by the terms of this Agreement.

105.4 If the Developer transfers the Subject Property and assigns this Agreement in violation of the terms of this Section, the City may terminate the Agreement at its discretion with fifteen (15) days' written notice.

105.5 The Developer acknowledges that the City has formed a community facilities district (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to finance all or a portion of the cost of providing police, fire and paramedic services, as well any other services determined by the City which are allowed to be financed pursuant to the Act, that are in addition to those provided in the territory within the CFD prior to the formation of the CFD and do not supplant services already available within the territory proposed to be included in the CFD and to levy a special tax to pay for such services. The Developer agrees to include Tract No. 6218 in the CFD or annex Tract No. 6218 into the CFD, and the Developer shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6218 into the CFD. In furtherance of the foregoing, the Developer agrees to approve the levy of a special tax on any residential dwelling unit in the amount that is no less than \$855.43 per year but not greater than \$855.43 per year, which shall be subject to an annual escalation factor of no less than 2% but no greater than the rate of increase in the Consumer Price Index published by the U.S. Department of Labor for the County of Fresno.

105.6 Because of the extensive landscaping Developer will be constructing along the Bass Avenue frontage of the Project, and the landscaping improvements required for the pocket park proposed within the development, the City intends to form a Landscape and Lighting District (LLD) under the Landscape and Lighting of 1972 (Street & Highways Section 22500, et seq.) to finance the ongoing maintenance, irrigation and repair costs for those areas, which will all be the responsibility of the City. The Developer agrees to annex Tract No. 6218 into the LLD, and the Developer shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6218 into the LLD. In furtherance of the foregoing, the Developer agrees to approve the levy of an assessment on any residential dwelling unit in the amount that is no less than \$242.00 per year but not greater than \$242.00 per year, which shall be subject to an

annual escalation factor of no less than 2% but no greater than the rate of increase in the Consumer Price Index published by the U.S. Department of Labor for the County of Fresno.

ARTICLE 2
DEVELOPMENT OF THE SUBJECT PROPERTY

200. Permitted Uses and Development Standards. In accordance with and subject to the terms and conditions of this Agreement, the Developer may develop the Subject Property for the uses and in accordance with the Applicable Rules, including the standards, uses and processes contained in the Development Approvals, Subsequent Development Approvals, and this Agreement.

201. Approvals.

201.1. Processing Subsequent Development Approvals.

201.1.1 Timely Submittals By Developer. Developer acknowledges that City cannot begin processing Subsequent Development Approvals until Developer submits complete applications. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other required materials as set forth in the Applicable Rules. Developer shall use all reasonable efforts to submit or cause to be submitted documents, applications, plans and other information necessary for City to carry out its obligations hereunder that are in a final form, not subject to unreasonable changes by the Developer and that comply with this Agreement and all Applicable Rules. Plan changes made after submittal pursuant to this Section will be subject to such additional charges as provided in **Exhibit I**. The City reserves the right to reject any incomplete or non-conforming submittals.

201.1.2 Timely Processing By City. Upon submission by Developer of all appropriate applications and applicable processing fees for any Subsequent Development Approvals, City shall promptly and diligently, subject to the reasonable availability of City resources and City's procedural requirements, commence and complete all steps necessary to act on Developer's Subsequent Development Approval applications. Upon Developer's request and at the City's discretion, the City may provide, at Developer's expense, additional staff and/or staff consultants for concurrent, expedited planning and processing of each Subsequent Development Approval application.

201.1.3 Effect of Legal Proceedings. Notwithstanding any pending administrative or judicial proceedings, initiative or referendum concerning the Development Approvals or Subsequent Development Approvals, and provided that such actions by City or Developer are not proscribed by law or court order, City shall process the Developer's applications for Subsequent Development Approvals as provided for herein to the fullest extent allowed by law and Developer may proceed with development pursuant to the Development Approvals or Subsequent Development Approvals to the fullest extent allowed by law.

201.2. Certificate of Occupancy. Subject to any requirements in this Agreement for issuance of certificates of occupancy, the City shall use all reasonable efforts to diligently and promptly provide a certificate of occupancy for any portion of the Subject Property when applied for by the Developer and upon completion of all necessary requirements to obtain a certificate of occupancy.

201.3. Non-Development Entitlement Plan Review. Nothing provided in this Section 201 is intended to include the submission and review by the City of plans for off-site improvement (as required under Exhibit E, Exhibit F, Exhibit G, and Exhibit H), including but not limited to, construction plans for traffic signals, storm drains, and public water systems or well sites. Procedures to be used for review of off-site improvements shall be pursuant to then existing City policies, ordinances and standards. Plan submittals for off-site improvements will not be given priority status over any other submittals but will be reviewed on a "first in first out" basis.

202. Public Facilities.

202.1. Financing and Construction. Developer is responsible for financing and constructing the following public facilities in conjunction with the development of the Subject Property, all as set forth in the Development Approvals:

202.1.1 On-Site Improvements. Developer shall construct the On-Site Improvements as provided in the Conditions of Approval for the subdivision.

202.1.2 Off-Site Improvements. Developer will construct all Off-Site Improvements as provided in Exhibit E, Exhibit F, Exhibit G, and Exhibit H pursuant to the description and timing provided in those exhibits.

202.1.3 Financing of Off-Site Improvements. Developer is responsible for financing the construction of the Off-Site Improvements described in Exhibit E, Exhibit F, Exhibit G, and Exhibit H. Partial reimbursement of these costs will be made, in accordance

with the provisions of Paragraph 101 of this Agreement and **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H**.

202.2. Public Works Development Standards; Specifications. In completing the construction of the On-Site and Off-Site Improvements described in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H**, Developer shall comply with (a) the conditions and terms of the Development Approvals and Subsequent Development Approvals, (b) all approved construction plans, (c) all applicable laws, ordinances, and resolutions in effect at the time of construction not inconsistent with this Agreement, and (d) the construction standards contained in the City's Standard Specifications in effect at the time of construction. If the City does not have standard specifications for any construction to be performed, the Developer will complete construction in accordance with the standards and specification of the State of California, Department of Transportation. Developer shall complete all construction to the satisfaction of, and use materials satisfactory to, the City Engineer and the City. The City Engineer and/or the City may inspect all construction and materials.

202.3. Acceptance and Warranty of Public Facilities. The City's final written acceptance of any Off-Site Improvements will constitute a finding that it complies with the plans and specifications required above. The City may not unreasonably condition, delay or withhold acceptance of Off-Site Improvements. The Off-Site Improvements shall be owned by the City upon their completion and acceptance. Developer shall provide a warranty for any defects (whether latent or patent) in work or material or design in the Off-Site Improvements that occur or appear within one year after the date of written acceptance. The warranty shall provide that the City may give written notice to repair or correct any defect within seven (7) calendar days of notice, occurring or appearing within one year, and Developer and/or its warrantor will repair or correct the defect without additional cost to the City. After a failure of the Off-Site Improvements requiring an emergency repair by City crews, the Developer or its warrantor shall reimburse all reasonable costs for labor and materials within forty-five (45) days of invoice. Failure to repair or correct any defect may result in an offset to, or suspension of, reimbursements, if any, or may be considered a default of this Agreement, until the repair or correction is completed to the reasonable satisfaction of the City. Developer shall include the City as a named beneficiary to any subcontract for or warranty of the public facilities. This subsection will survive termination of this Agreement.

202.4. Prevailing Wages. As the Off-Site Improvements identified in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H** constitute public works, under State law, Developer is required to pay and to cause its contractor and subcontractors to pay prevailing wages for the construction of the Off-Site Improvements as those wages are determined pursuant to Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Sections 1720 et seq.

and implementing regulations of the Department of Industrial Relations. Developer shall or shall cause its contactor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as required by law. During the construction of the Off-Site Improvements, Developer shall or shall cause its contractor to post at the La Colonia Project the applicable prevailing rates of per diem wages. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the Off-Site Improvements as being subject to Prevailing Wages.

203. Reimbursements and Credits. For the first eight (8) years this Agreement is in effect, Developer shall be responsible for paying only those fees identified herein. Notwithstanding the above, Developer shall be responsible for paying any fees the City collects for other agencies pursuant to (i) state or federal law or (ii) any City agreement or City ordinance adopted or entered into to comply with state or federal law or judgment of a court of law, provided that Developer does not hereby waive any right it may have to contest the validity or amount of any such fee.

204. Conditions to and Formula for Reimbursement for Off-Site Improvements. Based on the credit applicable to the development fees for construction of the Off-Site Improvements as set forth in Paragraph 101 above and in Exhibit E, Exhibit F, Exhibit G, and Exhibit H, Developer shall not be entitled to any other reimbursement and/or credits pursuant to any fee programs as provided in the Mendota Municipal Code and/or adopted City policies for those fee programs.

205. Amendments to Development Approvals. Given the potential for a long-term build-out of the La Colonia Project, the Parties acknowledge that development of the Subject Property may require amendments to Development Approvals or Subsequent Development Approvals. Amendments to the Development Approvals or Subsequent Development Approvals shall be processed as follows:

205.1. Administrative Amendments. Upon the written request of Developer for an amendment or modification to a Development Approval or Subsequent Development Approval, the Planning Director or his/her designee shall determine: (i) whether the requested amendment or modification is minor; and (ii) whether the requested amendment or modification is consistent with the Applicable Rules. If the Planning Director is his/her designee finds that the proposed amendment or modification is minor, consistent with the Applicable Rules, and is not subject to

further environmental review under CEQA (See CEQA Guidelines §§ 15162, 15163), the amendment shall be determined to be an “**Administrative Amendment**” and the Planning Director or his/her designee may approve, or may approve with appropriate conditions, the Administrative Amendment. The determination of whether a requested amendment or modification is an Administrative Amendment shall be within the reasonable discretion of the Planning Director.

Examples of amendments or modifications which may, depending on particular circumstances, be treated as Administrative Amendments, include, but are not limited to, the following: (1) lot line adjustments that do not alter the concepts of the project design; (2) alterations in vehicle circulation patterns or vehicle access points which do not adversely affect capacity or service levels; (3) changes in trail alignments; (4) substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan; (5) variations in the location of structures that do not substantially alter the design concepts of the project; (6) variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the project; (7) minor alterations in design or configuration of buildings that are consistent with development standards for the La Colonia Project; and (8) minor adjustments to the Subject Property legal description. Administrative Amendments are subject to the City’s normal processing fees at the time the Administrative Amendment is considered for approval. In no event shall an Administrative Amendment be deemed a new entitlement or otherwise subject the development of the Subject Property to any new or increased fees or exactions, any provisions of the Mendota Municipal Code or City policies or procedures to the contrary notwithstanding.

205.2 Material Amendments. Any request of Developer for an amendment or modification to a Development Approval or Subsequent Development Approval that is reasonably determined by the Planning Director or his/her designee to be a material amendment (“**Material Amendment**”), as opposed to an Administrative Amendment, shall be subject to review, consideration and action pursuant to the laws in effect at the time the Material Amendment is considered for approval. Notwithstanding any provision in the Agreement to the contrary, the City may impose mitigation measures necessary to comply with CEQA for Material Amendments. Material Amendments are subject to processing fees in effect at the time the Material Amendment is considered for approval.

205.3 Future Amendments. Any future amendment or modification to a Development Approval or Subsequent Development Approval shall be incorporated in this Agreement without the need to amend this Agreement.

209. Encumbrances and Lender's Rights.

209.1 Permitted Encumbrances. This Agreement shall be superior and senior to any lien placed upon the Subject Property. The Parties agree that this Agreement shall not prevent or limit any owner of an interest in the Subject Property from encumbering the Subject Property with any deed of trust or other security device securing financing with respect to the Subject Property.

209.2 Lender's Rights. The holder of any mortgage, deed of trust, or other security arrangement ("**Lender**") with respect to the Subject Property, or any portion thereof, that has requested, in writing, receipt of notice of any event of default under this Agreement shall be entitled to receive a copy of any notice of default and shall be allowed an opportunity to cure such default. The Lender shall receive a second default notice thirty (30) days before the City institutes legal proceedings and the Lender shall again be allowed an opportunity to cure such default.

The holder of any mortgage, deed of trust, or other security arrangement with respect to the Subject Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Subject Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

ARTICLE 3

DEFAULT, REMEDIES, TERMINATION

300. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged with being in default shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may at its option:

1. Terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement or the Subject Property; provided, however, if portions of the Subject Property are held in separate ownership at the time such event of default occurs and such event of default is related only to one portion, this Agreement may be terminated only as to such portion and no such termination shall impair the continuing applicability of this Agreement to the remainder of the Subject Property; or

2. Institute legal or equitable action to cure, correct or remedy any default, including, but not limited to, an action for specific performance of the terms of this Agreement; provided, however, that in no event shall either party be liable to the other for money damages for any default or breach of this Agreement.

301. Developer Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on any portion of the Subject Property if the permit applicant owns or controls such portion of the Subject Property and if such applicant or any entity or person controlling such applicant has been found to be in default as to such portion of the Subject Property by the City Council of the City of Mendota under the terms and conditions of this Agreement, unless such default is cured or this Agreement is terminated. A default as to an owner of any portion of the Subject Property shall have no impact on any portion of the Subject Property not owned by such defaulting owner. The Developer shall cause to be placed in any covenants, conditions and restrictions applicable to the Subject Property, lessee or City, acting separately or jointly, to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

302. Annual Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer with the terms and conditions of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. The costs of notice and related costs incurred by the City for the annual review conducted by the City pursuant to this Section 302 shall be borne by the Developer.

The City Manager shall provide thirty (30) days prior written notice of such periodic review to the Developer. Such notice shall require the Developer to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be

reasonably requested by the City Manager and deemed by him to be required in order to ascertain compliance with this Agreement. If, following such review, the City Manager is not satisfied that the Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, the City Manager may refer the matter, along with his recommendations, to the City Council.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement; nor shall the Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

303. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities' enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation or similar grounds for excused performance. If written notice of such delay is given within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon. In particular, a shutdown of the Federal government, whether ordered by the Executive or caused by the actions of the Congress, which affects disbursement of funds to the Applicant from any Federal agency, time of performance shall be extended three (3) days for every one (1) day for which the Federal government shutdown is in effect.

304. Limitation of Legal Acts. In no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

305. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Developer acknowledges and agrees that the City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

306. Invalidity of Agreement.

306.1 If this Agreement is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

306.2 If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any law which becomes effective after the date of this Agreement and either party in good faith determines that such provision is material to its entering into this Agreement, either party may elect to terminate this Agreement as to all obligations then remaining unperformed in accordance with the procedures set forth in Section 300, subject, however, to the provisions of Section 307 hereof.

307. Effect of Termination on Developer's Obligations. Termination of this Agreement shall not affect the Developer's obligations to comply with the General Plan and the terms and conditions of any and all land use entitlements approved with respect to the Subject Property prior to such termination, nor shall it affect any other covenants of the Developer specified in this Agreement to continue after the termination of this Agreement. If portions of the Subject Property are held in separate ownership at the time of such termination, this Agreement may be terminated only as to such portion and no such termination shall impair the continuing applicability of this Agreement to the remainder of the Subject Property.

ARTICLE 4
INDEMNITY; INSURANCE

400. Indemnity/Insurance.

400.1. Indemnification. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done on on-site or off site public or private improvements pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance unless and until the facility is dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether Developer or any of its officers, officials, employees or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs

or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by the City of the completed street and other improvements. This section shall survive termination or expiration of this Agreement.

400.2. Insurance. Throughout the life of this Agreement, Developer shall pay for and maintain in full force and effect all policies of insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated by not less than “A- VII” in Best’s Insurance Rating Guide, or (ii) authorized by CITY’s Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury and \$5,000,000 aggregate for products and completed operations.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and no-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

c. WORKERS’ COMPENSATION insurance as required under the California Labor Code. Developer shall file with the City pursuant to Section 3800 of the Labor Code, a Certificate of Workers’ Compensation.

d. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Risk Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the life of the Agreement or any extension, Developer fails to maintain the required insurance in full force and effect, the Planning Director, or his/her designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to provide insurance protection in favor

of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the subcontractor.

401. Notice to Developer. The City shall promptly give notice to Developer in accordance with Section 600 of this Agreement of any case, action or proceeding brought against the City concerning this Agreement or the Subject Property.

ARTICLE 5

PROJECT AS A PRIVATE UNDERTAKING

500. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Subject Property is a separately undertaken private development and that the contractual relationship created hereunder between the City and Developer is such that Developer is an independent contractor and is not an agent of the City. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the City and Developer or to provide third party beneficiary rights to any person or entity not a Party hereto. The only relationship between the City and the Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

ARTICLE 6

NOTICES

600. Notices. All formal notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the principal offices of the City and the Developer with copies sent as set forth below. The addresses of the parties as of the date hereof are as set forth below. Such written notices, demands, correspondence and communication may be directed in the same manner to such other persons and addresses as either party may from time to time designate in writing. The Developer shall give written notice to the City, within ten (10) days after the close of escrow, of any sale or transfer of any portion of the Subject Property and any assignment or partial assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the legal description of the land sold or transferred, and the name and address of any person or entity to whom any notice relating to this Agreement shall be given with respect to such transferred portion of the Subject Property.

Notices required to be given to the City shall be addressed as follows:

City of Mendota
Planning Department
643 Quince Street
Mendota, CA 93640
Attention: Planning Director

with a copy to:

Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, CA 93720
Attention: J. Kinsey

Notice required to be given to the Developer shall be addressed as follows:

Steve Hair
KSA Homes, Inc.
3401 Office Park Drive, Suite 115
Bakersfield, CA 93309

with a copy to:

Karol Adams
10784 Deep Cliff Drive
Cupertino, CA 95014

ARTICLE 7

MISCELLANEOUS

700. Amendment of Agreement. This Agreement may be amended from time to time with respect to any portion of the Subject Property by mutual consent of the City and Developer (to the extent that it continues to own any portion of the Subject Property) and of the then-current owner(s) of the portions of the Subject Property affected by such amendment, with City costs payable by the amendment applicant, in accordance with the provisions of Government Code Sections 65867 and 65868.

701. Waiver of Provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom

enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any other occurrence or event.

702. Time of Essence. Time is of the essence of each provision of this Agreement of which time is an element.

703. Entire Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-one (21) pages and **Exhibits A through H**, which constitute the entire understanding and agreement of the Parties. Said exhibits are identified as follows:

- Exhibit A:** Legal Description of the Subject Property
- Exhibit B:** Site Map
- Exhibit C:** Tentative Subdivision Map
- Exhibit D:** Ordinance Adopting Development Agreement
- Exhibit E:** Exaction: Off-Site Improvement (Storm Drain)
- Exhibit F:** Exaction: Off-Site Improvement (Traffic Signal)
- Exhibit G:** Exaction: Off-Site Improvement (Well Improvement)
- Exhibit H:** Exaction: Off-Site Improvement (Soccer Field and Pocket Park Improvements)
- Exhibit I:** Development Impact and Processing Fees

Exhibits A through I are incorporated into the Agreement. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 7, the provisions of Articles 1 through 7 shall prevail.

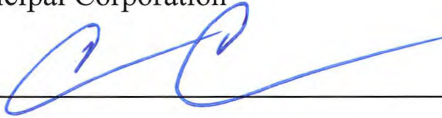
IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

CITY:

DEVELOPER:

CITY OF MENDOTA,
a Municipal Corporation

KSA HOMES, INC.,
a California corporation

By: 

By: 

Name: STEPHEN W. HAIR

Its: President

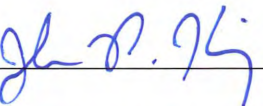
ATTEST:
MATT FLOOD
City Clerk

By: 



APPROVED AS TO FORM:

JOHN KINSEY
City Attorney

By: 

Date: 9/25/18

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-061-15 and 012-160-39

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1 OF PARCEL MAP NO. 90-01, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 51, PAGE 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 013-061-15

PARCEL 2:

ALL THAT PROPERTY LOCATED IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE, SOUTH 88°15' WEST, A DISTANCE OF 75.52 FEET; THENCE, ALONG THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD, AS FOLLOWS:
NORTH 44°17' WEST, A DISTANCE OF 2.62 FEET; THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 5619.65 FEET, A DISTANCE OF 844.32 FEET; THENCE NORTH 35°36' WEST, A DISTANCE OF 1717.29 FEET; THENCE LEAVING SAID COUNTY ROAD, NORTH 64°58' EAST, A DISTANCE OF 1784 FEET; THENCE SOUTH 0°07' EAST, A DISTANCE OF 2804.22 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE FOLLOWING PARCEL OF LAND DEED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED JANUARY 25, 1967, IN BOOK 5400 AT PAGE 663, AS DOCUMENT NO. 5458, O.R.F.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION, SAID POINT BEARS SOUTH 90°14'55" WEST, 75.20 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION, THENCE, ALONG A LINE PARALLEL WITH AND 60 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE NORTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC COMPANY'S RAILROAD RIGHT OF WAY, 100 FEET WIDE, THE FOLLOWING COURSES: (1) NORTH 43°17'15" WEST A DISTANCE OF 2.52 FEET AND (2) NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 5619.65 FEET, THROUGH AN ANGLE OF 1° 24'07", AND ARC DISTANCE OF 137.50 FEET; THENCE, ALONG A LINE PARALLEL WITH AND 50 FEET SOUTHWESTERLY, MEASURED RADIALLY AND AT RIGHT ANGLES FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FROM MENDOTA TO OUTSIDE CANAL, ROAD 06-FRE-33. THE FOLLOWING COURSES: (3), FROM THE TANGENT WHICH BEARS NORTH 14°19'31" WEST, NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1850 FEET, THROUGH AN ANGLE OF 34°09", AND ARC DISTANCE OF 1116.19 FEET AND (4), NORTH 48°53'40" WEST, A DISTANCE OF 416.24 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (5), ALONG FIRST SAID PARALLEL LINE, NORTH 34°36'15" WEST, A DISTANCE OF 574.66 FEET; THENCE (6), AT RIGHT ANGLES, NORTH 55°23'45" EAST, A DISTANCE OF 19.60 FEET; THENCE (7) FROM A TANGENT WHICH BEARS SOUTH 34°32'44" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 1950 FEET, THROUGH AN ANGLE OF 14°20'56", AND ARC DISTANCE OF 488.35 FEET; THENCE, ALONG A LINE PARALLEL WITH AND 100 FEET NORTHEASTERLY AND EASTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE

EXHIBIT "A"
Legal Description
(continued)

ABOVE DESCRIBED COURSES (4) AND (3), THE FOLLOWING COURSES (8) SOUTH 48°53'40" EAST, A DISTANCE OF 485.00 FEET AND (9) SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1950 FEET, THROUGH AN ANGLE OF 37°53'18", AND ARC DISTANCE OF 1289.49 FEET; THENCE (10), ALONG A NON-TANGENT LINE, SOUTH 66°30'00" EAST, 27.00 FEET; THENCE (11) SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 90 FEET, THROUGH AN ANGLE OF 8°15'58", AN ARC DISTANCE OF 12.98 FEET TO SAID SOUTH LINE; THENCE (1), ALONG SAID SOUTH LINE, SOUTH 89°14'55" WEST, A DISTANCE OF 63.14 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE FOLLOWING PARCEL OF LAND DEED TO FLOYD C. WILLIAMS, ET AL, BY GRANT DEED RECORDED ON DECEMBER 16, 1977, IN BOOK 6934 AT PAGE 668, AS DOCUMENT NO. 134508, O.R.F.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25; THENCE, NORTH 0°52'38" EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 372.18 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF BASS AVENUE; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 80°22'10" WEST, A DISTANCE OF 138.39 FEET; THENCE NORTH 29°16'35" WEST, A DISTANCE OF 108.33 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 33, SAID POINT BEING ON A CURVE TO THE LEFT, WITH A RADIUS OF 1950 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 65°48'25" WEST; THENCE, ALONG SAID SURVEY TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°42'05", AN ARC LENGTH OF 840.69 FEET; THENCE, NORTH 48°53'40" WEST, 485 FEET TO A POINT OF TANGENCY WITH A CURVE TO THE RIGHT WITH A RADIUS OF 1950.00 FEET; THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°20'56", AN ARC LENGTH OF 488.35 FEET; THENCE SOUTH 55°23'45" WEST, A DISTANCE OF 19.60 FEET; THENCE NORTH 34°31'44" WEST, A DISTANCE OF 353.68 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 33 AND RUNNING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE INTAKE CANAL, NORTH 65°57'45" EAST, A DISTANCE OF 1784 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH 0°52'38" WEST, A DISTANCE OF 2432.04 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THAT PORTION OF LAND LYING IN THE EAST HALF OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN AS DESCRIBED IN A GRANT DEED FROM NORMA LINDGREN, ET AL, TO THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS RECORDED IN BOOK 5772 AT PAGE 419 AND 420, AS DOCUMENT NO. 20692, O.R.F.C. ON MARCH 24, 1970

ALSO EXCEPTING THEREFROM, THAT PORTION OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED IN A GRANT DEED FROM NORMA LINDGREN, ET AL TO THE CITY OF MENDOTA, STATE OF CALIFORNIA, AS RECORDED ON JANUARY 13, 1988 AS DOCUMENT NO. 4208, O.R.F.C.

ALSO EXCEPTING THEREFROM THAT PORTION IN THE GRANT DEED TO THE CITY OF MENDOTA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED NOVEMBER 3, 2010, INSTRUMENT NO. 2010-0147303, OFFICIAL RECORDS.

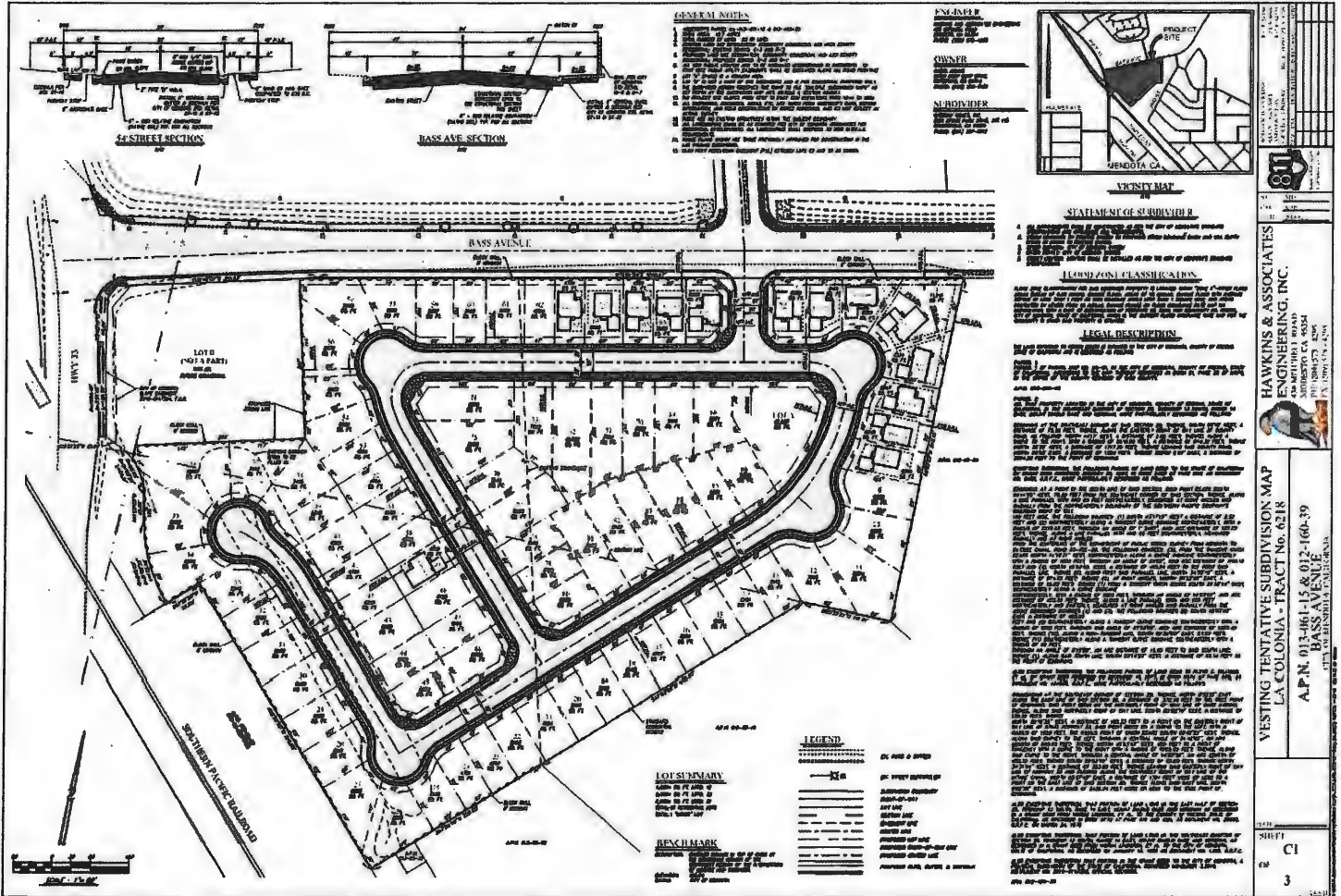
APN: 012-160-39

EXHIBIT "B"



Location of the La Colonia Subdivision.

EXHIBIT "C"



La Colonia Tentative Subdivision Map

EXHIBIT "D"

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND KSA HOMES,
INC., RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN
AS THE LA COLONIA PROPERTY**

ORDINANCE NO. 18-04

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of Mendota (the "City") has enacted regulations (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, the La Colonia Property is owned by KSA Homes, Inc., a California Limited Liability Corporation ("Developer"); and

WHEREAS, on August 14, 2018, the City certified the Mitigated Negative Declaration for the La Colonia Project; and

WHEREAS, prior to adopting this Ordinance, the City Council, on August 14, 2018, adopted Resolution No. 18-61, finding that, where feasible, mitigation measures have been imposed and modifications incorporated into the Project which avoid or substantially lessen all significant adverse environmental impacts; and

WHEREAS, the City Council of the City of Mendota adopted Resolution No. 18-62, which approved a general plan amendment for the La Colonia Property; and

WHEREAS, the City Council of the City of Mendota adopted No. 18-03, which approved a zone change for the La Colonia Property; and

WHEREAS, Developer desires to carry out the development of the La Colonia Property consistent with the General Plan, as amended, zone change and the Development Agreement and the vested entitlements referenced therein; and

WHEREAS, the Development Agreement will assure the City and its residents and the Developer that the Development will proceed as proposed and that the public improvements and other amenities and funding obligations, will be accomplished as proposed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 19, 2018, on the Mitigated Negative Declaration, the General Plan Amendment, zone change and project entitlements, during which public hearing the Planning Commission received comments from the Developer, City staff, public agencies and members of the general public; and

WHEREAS, following the public hearing, the Planning Commission made a recommendation to the City Council on the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map and the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on August 14, 2018, held a duly noticed public hearing on the Mitigated Negative Declaration, the General Plan Amendment, zone change, project entitlements, and the Development Agreement, during which public hearing, the City Council received comments from the Developer, City staff, public agencies and members of the general public; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to "Development Agreement Regulations".

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, in that it establishes certain development rights, obligations and conditions for the implementation of the La Colonia Property;
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the La Colonia Property;
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Development Agreement will not be detrimental to the public health, safety and general welfare;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

SECTION 4. The foregoing findings and determinations are based upon the following:

1. The Recitals set forth in this Ordinance, which are deemed true and correct;
2. Resolution No. 18-61, adopted by the City Council on August 14, 2018, making findings as to the Mitigated Negative Declaration for the La Colonia Project, approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
3. The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. 18-62 prior to adoption of this Ordinance;
4. All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property;
5. All documentary and oral evidence received at public hearings or submitted to the Planning Commission, or City during the comment period relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property; and
6. All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Mendota.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

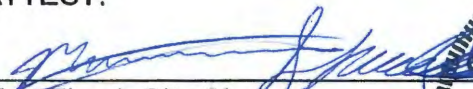
The foregoing ordinance was introduced on the 14th day of August, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of August, 2018 by the following vote:

AYES: 4 – Mayor Pro Tem Martinez, Councilors Mendoza, Rosales, and Silva
NOES: 0
ABSENT: 1 – Mayor Castro
ABSTAIN: 0



Victor Martinez, Mayor Pro Tem

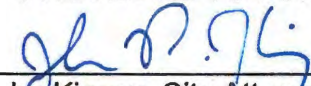
ATTEST:



Matt Flood, City Clerk



APPROVED AS TO FORM:



John Kinsey, City Attorney

EXHIBIT "E"

Exaction: Off-Site Improvement (Storm Drain System)

The applicant proposes to connect to the City's existing storm drain system near 2nd Street and Bass Avenue. Storm water would flow into or be pumped into the existing ditch and would be conveyed to the the City's wastewater treatment plant (WWTP) where it would be discharged into a retention pond.

The applicant proposes to connect the drainage system within the proposed development to the City's existing storm drain system near 2nd Street and Bass Avenue via a system of catch basins, manholes and underground pipes and potentially a pump station, as approved by the City Engineer. The applicant shall improve the ditch to achieve the capacity needed to convey all current and proposed storm water that is tributary to the ditch, and shall construct a new basin at the WWTP, in a location specified by the City and to the capacity required by the City Standards.

The Applicant will be obliged to pay 1/3 of the total cost of this work as a condition of approval of the subdivision. As to the remaining 2/3 of the cost, the applicant will be eligible for reimbursement from the City. The City is able to pay up to \$121,000 toward this reimbursement directly to the Applicant upon completion of the improvements to the satisfaction of the City, which shall be prior to the City's acceptance of the public improvements for Phase 1 of the subject development. This amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for progress work and materials which have been accepted by the City.

Any portion of the amount eligible for reimbursement that exceeds \$121,000 will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in **Exhibit I** of this Agreement.

EXHIBIT "F"

Exaction: Off-Site Improvement (Traffic Signal Installation)

The applicant will be required to construct a traffic signal at the intersection of Bass Avenue and Barboza Street. The signal shall provide for through and protected left-turn phases for each direction, and shall be designed by a qualified civil or traffic engineer licensed to practice in the State of California. Plans shall be submitted to the City for review along with the other improvement plans for Phase 1 of the development, and prior to start of construction.

The traffic signal may be completed in two parts. The first part, the underground work for the traffic signal, including conduits, pedestals and detector loops, must be done together with the Bass Avenue improvements and shall be completed prior to acceptance by the City of the public infrastructure improvements for the first Final Map phase of the development. The entire traffic signal must be in place, operational, and accepted by the City before a 60th building permit in the overall development will be released.

Upon completion and acceptance by the City of each of the two parts of the traffic signal work, the City will reimburse the Applicant for the actual documented cost of each part completed, up to a total of \$288,000. This amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for progress work and materials which have been accepted by the City.

Documented construction costs in excess of that amount shall be borne by the Applicant, but will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in Exhibit I of this Agreement.

EXHIBIT "G"

Exaction: Off-Site Improvement (Well Improvements) The City will be required by the Division of Drinking Water (DDW) to increase its reliable water supply capacity in order to serve this development. The City has wells in addition to the three currently in service, but none are considered "active."

Applicant shall work with the City and DDW to design and construct improvements that may be necessary to bring one of the inactive wells, of City's choice, back to active status. This may include, but is not limited to, replacement of pumps, impeller, discharge piping, electrical service, control electronics and chlorination equipment.

Upon completion and acceptance by the City of the necessary work, the City will reimburse the Applicant for the actual documented cost of the improvements, up to a total of \$25,000. This amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for progress work and materials which have been accepted by the City.

Documented construction costs in excess of \$25,000 shall be borne by the Applicant, but will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in Exhibit I of this Agreement. The work must be completed, and the well certified for active service by DDW, prior to the City issuing a Certificate of Occupancy for any home in the development.

EXHIBIT "H"

Exaction: Off-Site Improvements (Soccer Field and Pocket Park Improvements)

1. Applicant shall reconstruct and improve the existing soccer field at Rojas Pierce Park to include:
 - Removal of existing turf and grading of the playfield surface to achieve a flat field without dips, rises or holes, and with sufficient slope to achieve drainage.
 - Furnish and install materials and equipment necessary to effect improvements and repairs to the irrigation system to achieve complete and even watering without dry spots over the entire turf area of the playfield.
 - Plant new hybrid Bermuda grass turf using hydroseed method.
 - Furnish and install new LED playfield lighting to provide vendor-recommended level of luminance in all areas of the field. New lighting can be powered from the existing 200-amp panel located adjacent to the field.
 - Furnish and install new metal bleachers on concrete pads, with metal shade structures (4 each). Each of the bleacher and shade structures shall be approximately 30 feet long. Two shall be installed on each side of the field, centered on the mid-field line.
 - Provide one modular restroom structure with two unisex restrooms. Connect to City sanitary sewer to the satisfaction of the City.
 - Provide new electronic scoreboard with sideline controls near mid-field. Scoreboard shall be designed for scoring soccer games, and shall be installed near the southwest corner of the existing soccer field. Scoreboard shall be Daktronics SO-2918 or equivalent. Colors and other options shall be selected by the City. An example scoreboard is illustrated below.
2. Applicant is required by the Conditions of Approval for the development to construct certain improvements to the pocket park within the development.
3. The field leveling, irrigation system, and hydro seeding of new grass shall be completed by February 28, 2019.
4. All remaining improvements at the Rojas Pierce Park and all pocket park improvements must be completed prior to the city releasing the 60th building permit for the project.

Cost of the Rojas-Pierce Park pocket park improvements shall be borne by the Applicant but shall be credited toward the total Development Impact Fees that become due from this project, including an allowance of \$12,903 for the land donated for the pocket park. The total Development Impact Fees that will be due are summarized in **Exhibit I** of this Agreement.



EXHIBIT "I"

Exaction: Development Impact and Processing Fees

The project will be subject to two types of City-imposed fees during construction:

1. Processing fees, including application, plan and map checking and inspection fees shall be per the City's standard development fee schedule.

In particular, plan checking and inspection fees are cost recovery for the City and are not fixed amounts.

2. Development Impact Fees, per the City's adopted schedule

These fees are assessed per unit, per acre or per the unit specified in the fee schedule. The costs of some of the items of off-site infrastructure, as set forth in Exhibit E, Exhibit F and Exhibit H, will be creditable against the Development Impact Fees otherwise owed by the Project, and will therefore serve as reimbursement for those costs.

The Development Impact Fees charged to the project under the adopted schedule are in the table below. Credits will be applied to these fees in accordance with the Development Agreement and Exhibit E, Exhibit F and Exhibit H.

La Colonia Development Impact Fees

Fee	Unit Type	Units	Fee per Unit	Subtotal
City Management and General Services	EDU	86	\$218.81	\$18,817.66
Law Enforcement	EDU	86	\$591.49	\$50,868.14
Fire Protection	EDU	86	\$714.10	\$61,412.60
Storm Drainage	AC	17.00	\$5,169.45	\$87,880.65
Water Supply & Treatment	EDU	86	\$2,350.30	\$202,125.80
Wastewater & Treatment	EDU	86	\$1,947.56	\$167,490.16
Traffic Impact	EDU	86	\$690.05	\$59,344.30
Recreational Facilities	EDU	86	\$1,364.51	\$117,347.86
Water Connection Charges	Connection	86	\$420.77	\$36,186.22
Sewer Connection Charges	Connection	86	\$480.88	\$41,355.68
Total				\$842,829.07

Exhibit B

ADDENDUM TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MENDOTA AND KSA HOMES, INC.

This Addendum to the Development Agreement by and between the City of Mendota and KSA Homes, Inc. (“**Addendum**”) is made this 24 day of October, 2018 (the “**Effective Date**”), by and between the City of Mendota (“**City**”), a municipal corporation, and KSA Homes, Inc. (“**Developer**”), a California corporation. City and Developer are sometimes collectively referred to herein as the “**Parties**” or individuals as “**Party**.”

RECITALS

A. On August 28, 2018, City and Developer entered into a development agreement (“**Development Agreement**”), attached hereto as Exhibit “A” and incorporated herein by this reference.

B. Exhibit “H” to the Development Agreement provides, among other things, that Developer shall reconstruct the existing soccer field at Rojas Pierce Park by April 30, 2019.

C. The Parties desire that, rather than requiring Developer to reconstruct an existing soccer field at Rojas Pierce Park by April 30, 2019, Exhibit “H” to the Development Agreement require Developer to construct a new soccer field at Rojas Pierce Park by May 30, 2019.

ADDENDUM

In this context, the Parties hereby agree that the Development Agreement shall be modified as follows:

- A. Exhibit “H” is replaced in its entirety with the following:
1. Applicant shall construct a new soccer field at Rojas Pierce Park to include:
 - Grading of the playfield surface to achieve a flat field without dips, rises or holes, and with sufficient slope to achievedrainage.
 - Furnish and install materials and equipment necessary for a new irrigation system to achieve complete and even watering without dry spots over the entire turf area of the playfield.
 - Plant new hybrid Bermuda grass turf using hydroseed method.
 - Furnish and install new LED playfield lighting to provide vendor-recommended level of luminance in all areas of the field. New lighting can be powered from the existing 200-amp panel located adjacent to the field.
 - Furnish and install new metal bleachers on concrete pads, with metal shade structures (4 each). Each of the bleacher and shade structures shall be

approximately 30 feet long. Two shall be installed on each side of the field, centered on the mid-fieldline.

- Provide one modular restroom structure with two unisex restrooms. Connect to City sanitary sewer to the satisfaction of the City.
 - Provide new electronic scoreboard with sideline controls near mid-field. Scoreboard shall be designed for scoring soccer games, and shall be installed near the southwest corner of the existing soccer field. Scoreboard shall be Daktronics SO-2918 or equivalent. Colors and other options shall be selected by City. An example scoreboard is illustrated below.
2. Applicant is required by the Conditions of Approval for the development to construct certain improvements to the pocket park within the development.
 3. The field leveling, irrigation system, and hydro seeding of new grass shall be completed by May 30, 2019.
 4. All remaining improvements at the Rojas Pierce Park and all pocket park improvements must be completed prior to the city releasing the 60th building permit for the project.

Cost of the Rojas-Pierce Park pocket park improvements shall be borne by the Applicant but shall be credited toward the total Development Impact Fees that become due from this project, including an allowance of \$12,903 for the land donated for the pocket park. The total Development Impact Fees that will be due are summarized in **Exhibit I** of this Agreement.



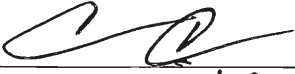
B. The Development Agreement, as modified by this Addendum, shall remain in full force and effect in all other respects.

C. This instrument reflects the entire agreement of the Parties regarding the Addendum to the Development Agreement and supersedes all previous agreements or understandings regarding the Development Agreement. No other modification or amendment of the Development Agreement will be effective unless in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum to the Development Agreement by and between the City of Mendota and KSA Homes, Inc. as of the Effective Date set forth above.


CITY:

CITY OF MENDOTA,
a municipal corporation

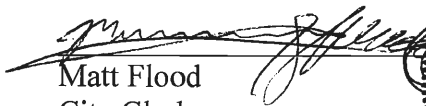

Name: Cristian Gonzalez
Its: Interim City Manager

DEVELOPER:

KSA HOMES, INC.,
a California corporation

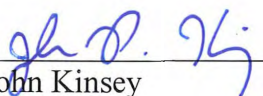

Name: Stephen W. Hain
Its: Pres

ATTEST:


Matt Flood
City Clerk



APPROVED AS TO FORM:


John Kinsey
City Attorney

Date: 10/29/2018

**Code Enforcement
Monthly Log**

Address	Type of Case	1st Notice	Deadline	Status	Fine Amount
818 STAMOULES	VEHICLE TAGGED FOR 72 HR TAG	2/1/2019	2/4/2019	COMPLETE	\$0.00
230 FLEMMING	COMMUNITY CONTACT	2/1/2019	N/A	ADVISED	\$0.00
621 OXNARD	VEHICLE TAGGED FOR 72 HR TAG	2/1/2019	2/4/2019	COMPLETE	\$0.00
510 4TH ST	MUNICODE/ PARKING VIOLATION/EXPIRATION	2/2/2019	N/A	TOWED	\$0.00
9TH/ STAMOULES	MUNICODE/ PARKING VIOLATION	2/2/2019	N/A	CITED	\$40.00
9TH/ RIOFRIO	VEHICLE TAGGED FOR 72 HR TAG	2/2/2019	2/4/2019	COMPLETE	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	2/2/2019	N/A	CITED	\$50.00
819 8TH ST	MUNICODE/ PARKING VIOLATION	2/2/2019	N/A	CITED	\$50.00
241 ESPINOZA	COMMUNITY CONTACT	2/5/2019	N/A	COMPLETE	\$0.00
CASTANEDA/ AMADOR	MUNICODE/ PARKING VIOLATION	2/5/2019	N/A	ADVISED	\$0.00
500 SILVA	MUNICODE/ BUSINESS LICENSE	2/5/2019	N/A	ADVISED	\$0.00
668 SORENSEN	MUNICODE/ BUSINESS LICENSE	2/5/2019	N/A	ADVISED	\$0.00
467 KATE	MUNICODE/ PARKING VIOLATION	2/5/2019	N/A	CITED	\$40.00
1850 6TH ST	MUNICODE/ PARKING VIOLATION	2/5/2019	N/A	COMPLETE	\$0.00
1440 4TH ST	COMMUNITY CONTACT	2/8/2019	N/A	COMPLETE	\$0.00
1096 PUCHEU	MUNICODE/ ANIMAL NUISANCE	2/8/2019	N/A	ADVISED	\$0.00
1758 TH	MUNICODE/ BUSINESS LICENSE	2/8/2019	N/A	ADVISED	\$0.00
317 BLANCO	COMMUNITY CONTACT	2/8/2019	N/A	ADVISED	\$0.00
800 GARCIA	MUNICODE/ BUSINESS LICENSE	2/9/2019	N/A	CITED	\$250.00
605 I ST	MUNICODE/ BUSINESS LICENSE	2/9/2019	N/A	CITED	\$250.00
608 4TH ST	MUNICODE/ PARKING VIOLATION	2/9/2019	N/A	ADVISED	\$0.00
461 PUCHEU	MUNICODE/ PARKING VIOLATION/EXPIRATION	2/9/2019	N/A	TOWED	\$0.00
190 STRAW	COMMUNITY CONTACT	2/9/2019	N/A	COMPLETE	\$0.00
109 KATE CT.	MUNICODE/ PARKING VIOLATION	2/9/2019	N/A	CITED	\$40.00
345 HOLMES	MUNICODE/ BUSINESS LICENSE	2/9/2019	N/A	ADVISED	\$0.00
259 TUFT	COMMUNITY CONTACT	2/9/2019	N/A	COMPLETE	\$0.00
BARAJAS/ CERVANTEZ	MUNICODE/ PARKING VIOLATION	2/9/2019	N/A	CITED	\$40.00
189 PETRY	COMMUNITY CONTACT	2/12/2019	N/A	COMPLETE	\$0.00
767 PUCHEU	MUNICODE/ PARKING VIOLATION	2/12/2019	N/A	CITED	\$40.00
519 LOLITA	MUNI CODE/SUBSTANDARD LIVING	2/12/2019	N/A	COMPLETE	\$0.00
500 BLK SORENSEN	MUNICODE/DOG BITE	2/12/2019	N/A	COMPLETE	\$0.00
460 RIO FRIO	MUNI CODE/DOG BITE	2/12/2019	N/A	COMPLETE	\$0.00

**Code Enforcement
Monthly Log**

541 OXNARD	ANIMAL COMPLAINT	2/13/2019	N/A	COMPLETE	\$0.00
617 GARCIA	ANIMAL COMPLAINT	2/13/2019	N/A	NAT	\$0.00
519 LOLITA	COMMUNITY CONTACT	2/13/2019	N/A	COMPLETE	\$0.00
200 SAN PEDRO	ANIMAL COMPLAINT	2/14/2019	N/A	UNABLE TO LOCATE	\$0.00
555 RIO FRIO	ANIMAL COMPLAINT	2/14/2019	N/A	ADVISED	\$0.00
DIVASADERO ST./ KATE ST.	ANIMAL COMPLAINT	2/15/2019	N/A	COMPLETE	\$0.00
578 NAPLES	MUNICODE/ DOG BITE	2/16/2019	N/A	COMPLETE	\$0.00
230 MCCABE AVE.	ANIMAL COMPLAINT	2/16/2019	N/A	COMPLETE	\$0.00
873 QUINCE	COMMUNITY CONTACT	2/19/2019	N/A	COMPLETE	\$0.00
DOG POUND	PATROL CHECKS	2/19/2019	N/A	COMPLETE	\$0.00
654 LOZANO ST.	ANIMAL COMPLAINT	2/19/2019	N/A	COMPLETE	\$0.00
518 CANTU	MUNI CODE/ PARKING VIOLATION	2/19/2019	N/A	COMPLETE	\$0.00
LOS BANOS	ANIMAL CONTROL/ LOS BANOS	2/20/2019	N/A	COMPLETE	\$0.00
240 HOLMES	ANIMAL COMPLAINT	2/21/2019	N/A	CITED	\$150.00
317 J ST	ANIMAL COMPLAINT	2/21/20109	N/A	COMPLETE	\$0.00
1100 2ND ST.	ANIMAL COMPLAINT	2/22/2019	2/25/2019	VEHICLE TAG	\$0.00
M & M GROCERY	FOLLOW UP	2/22/2019	N/A	ADVISED	\$0.00
807 CANAL ST.	FOLLOW UP	2/22/2019	N/A	WARNED	\$0.00
DOG POUND	PATROL CHECKS	2/22/2019	N/A	COMPLETE	\$0.00
1925 8TH	MUNICODE/ PARKING VIOLATION	2/22/2019	N/A	COMPLETE	\$0.00
ROJAS PARK	ANIMAL COMPLAINT	2/23/2019	N/A	COMPLETE	\$0.00
UNITED HEALTH CARE	MUNICODE/ DOG BITE	2/23/2019	N/A	COMPLETE	\$0.00
MCCABE ELEMENTARY	ANIMAL COMPLAINT	2/26/2019	N/A	COMPLETE	\$0.00
900 BLK MARIE	MUNICODE/ EXPIRED	2/26/2019	N/A	CITED	\$50.00
215 K ST.	MUNICODE/ PARKING VIOLATION	2/26/2019	N/A	COMPLETE	\$0.00
DOG POUND	PATROL CHECKS	2/27/2019	N/A	COMPLETE	\$0.00
MENDOTA SMOG	ANIMAL COMPLAINT	2/28/2019	N/A	COMPLETE	\$0.00



POLICE

M E N D O T A

MEMORANDUM

Date: March 1, 2019
To: Cristian Gonzalez, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for February 2019

An unknown vehicle damaged a city water meter in an alley by Oller/4th. Video surveillance may have captured the incident. Follow up being conducted.

A known student threatened others via social media. He was arrested and transported to JJC.

Non-injury hit and run on Derrick. The causing party fled prior to officer's arriving.

An unknown suspect vandalized the paint of the victim's vehicle while it was parked on Tuft Street.

Subject check in the middle of Oller Street by 4th. After contact the subject fought with the officer who had to use force to restrain him. During the confrontation the officer received an injury to this side. The subject was arrested and transported to Jail. The officer was treated at Kaiser Hospital ER and released.

A known suspect hit the victim during a disturbance at a residence on 2nd Street.

An unknown suspect stole the victim's cell phone from his unlocked vehicle on De La Cruz.

Vehicle stop in the area of 5th/Oller Street discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober adult.

Subject check on Quince discovered he was in possession of an open container of alcohol. He was cited and released.

Unwanted subject at a residence on Oller Street. He was contacted by officers while standing in front of the residence. He was found to be intoxicated and in possession of an illegal knife. He was arrested and transported to Jail.

Officers assisted the Sheriff's Office at the scene of a shooting on Fairfax Avenue. An MPD officer conducted CPR and treated the juvenile victim who did not survive.

Subject check by 5th/Naples discovered she was wanted on an active warrant. She was arrested, cited and released.

Subject check by Marie/9th discovered multiple arrest warrants for his arrest. After his arrest a meth pipe was located hidden in his boot. He was eventually cited and released.

An unknown suspect stole mail from the victim's mailbox on K Street.

A known suspect grabbed the victim's hand while on Holmes Street and then fled.

An unknown suspect withdrew money from the victim's bank account.

A reporting party witnessed two known subjects fighting on Holmes Street. The subjects were gone when officers arrived.

An unknown suspect broke windows at a local health center.

An unknown suspect stole the victim's vehicle while it was parked on Puchue Street.

An unknown suspect broke into the victim's vehicle while it was parked on Gonzalez Street and stole personal papers.

A victim had her purse stolen from her parked vehicle on Holmes Street.

A subject grabbed the victim while walking by Marie and 5th Streets and then fled prior to police arriving.

The victim's car was stolen while it was parked on Rios Street.

An unknown suspect stole property from the victim's vehicle while it was parked on Stamoules/7th Street.

An unwanted subject was contacted by officers at a local market on Derrick Street and found to be wanted on outstanding warrants. He was arrested, cited and released.

Non-injury hit and run on Maldonado. The victim followed the suspect vehicle and notified police. Officers located the suspect and conducted a vehicle stop. The driver was found to be intoxicated and gave officers a false name. His true identity was discovered. The suspect then resisted officers. He was arrested and transported to Jail.

An unknown suspect stole a vehicle from a local construction site and then returned it.

An unwanted subject trespassed on private property on 5th street to establish a residence in a storage shed.

The victim was hit by the suspect at a residence on I street. The suspect was located, taken into custody and transported to Jail.

An unknown suspect stole mail from the victim's mailbox on Quince Street. Video surveillance captured the event.

Subject check on Marie Street discovered active warrants for his arrest. He was arrested, cited and released.

Officers recovered a stolen vehicle from Firebaugh at Lolita/6th Street.

An unknown suspect stole the victim's vehicle while it was parked on Perez Street.

An unknown suspect stole the victim's vehicle while it was parked on L Street.

Subject check by Stamoules/7th discovered an outstanding warrant for his arrest. He was arrested and transported to Jail.

Bicycle stop by Holmes/Gurrola discovered the rider was on probation and in possession of an illegal knife and baggie of cocaine. He was arrested, probation violated and transported to Jail.

Subject check by Hwy 180/Belmont discovered active warrants. He was arrested, cited and released.

Subject check at a local mini mart on Oller Street resulted in an FI for information.

Disturbance at a residence on Oller resulted in a suspect hitting the victim. The suspect was found to be extremely intoxicated and then fought with officers. He was subsequently arrested and transported to Jail.

An unknown suspect hit the victim's vehicle over night while it was parked on I Street.

An unknown suspect stole the victim's vehicle while it was parked on Lozano Street.

Vehicle stop at Divisadero/Lolita discovered an outstanding warrant for the driver's arrest. He was arrested, cited and released.

Offices recovered two stolen vehicles by Jennings/Rio Frio.

Subject check on 8th Street discovered he lied about his identity in order to avoid arrest for parole violation. He was arrested and found to be in possession of drug paraphernalia. He was transported to Jail.

An unknown suspect opened a cell phone account in the victim's name.

Subject check at Kate/2nd discovered an active warrant. He was cited and released.

Subject check at Seventh/Kate discovered he was smoking marijuana in public. He was cited and released.

A Code Enforcement investigation discovered unhealthy living conditions at a location on 6th Street. Police Officers assisted. The children were turned over to CPS.

An unknown suspect stole the victim's vehicle while it was parked outside his residence on 6th Street.

The victim discovered his vehicle was broken into overnight on Black Street and property was stolen.

The victim's vehicle was stolen while parked on De La Cruz Street.

Subject check at a local mini mart on Oller resulted in an FI for information.

Subject check by Lozano/Perez related to a prior investigation discovered the subject was under the influence of a controlled substance and on active probation. He was arrested and transported to Jail.

An unknown suspect damaged the door to the victim's residence on I Street.

Subject check in the parking lot of a mini mart on Oller discovered an active warrant. He was arrested, cited and released.

Subject check by Naples/9th resulted in an FI for information.

A known suspect cashed a fraudulent check at a local mini mart on Marie Street. Video surveillance captured the incident.

A parent on Kate Street reported his minor child cut off the locked ankle monitor and then fled their residence.

An unknown suspect forced entry in to the victim's vehicle and stole property and miscellaneous paperwork from within.

Non-injury traffic collision at Santa Cruz/Black. Both parties remained on scene.

Disturbance at a residence on Tuft discovered both parties fought with each other causing minor injuries. Both parties were arrested and transported to Jail.

A known suspect cashed a fraudulent check at a local market. The suspect left a copy of her CDL with the victim. Officers discovered the same suspect cashed another fraudulent check at a market on 7th Street the day prior.

An unknown suspect stole the victim's aluminum cans from her yard on 8th Street.

Officers witnessed a non-injury traffic collision at Oller/9th. Both parties remained on scene.

A police department patrol vehicle was hit on the passenger's side by a known vehicle that fled the scene prior to officers returning to their vehicle. Follow-up discovered the suspect vehicle. Case is ongoing.

A juvenile who cut off her ankle monitor and fled her home returned and was contacted by officers. She was contacted, arrested and transported to JJC.

Officers conducted a subject check at a local park and discovered the subject was listed as a missing person. He was advised of his status and found to be okay.

The victim discovered his vehicle was into while parked on Rio Frio and property was missing. Suspect unknown.

Subject check on 4th Street discovered an active warrant for his arrest. He was arrested, cited and released.

An unknown suspect stole the victim's vehicle while it was parked, unlocked on Lozano with its keys in it.

Vehicle check on Hwy 180/Belmont discovered the occupant was in possession of methamphetamine and meth pipes. He was arrested, cited and released.

Traffic collision with injuries on I Street. The driver causing hit parked cars and caused an injury to his passenger. The passenger was transported to CRMC for treatment. The driver was found to be intoxicated and arrested for DUI. He was transported to Jail.

An unknown suspect broke into the victim's vehicle while it was parked on Garcia Street.

Subject check at a local mini mart on Oller resulted in an FI for information.

Disturbance at a residence on Oller discovered the subject causing was intoxicated. When contacted by officers he resisted arrested. He was subdued, arrested and transported to Jail.

An unknown suspect attempted to steal the victim's vehicle while it was parked on Lozano Street.

The victim's vehicle was stolen while parked in front of his residence on Gregg Ct.

Disturbance at a residence on Sorensen discovered the subject causing was wanted on an outstanding warrant. He was arrested and transported to Jail.

An unknown suspect damaged a tire on the victim's vehicle.

Subject check at 4th/J Street discovered active warrants for his arrest and that he was in possession of methamphetamine. He was arrested, cited and released.

Officers assisted Cal Fire investigators at the scene of three vehicle arsons in the parking lot of a local mini mart on Marie Street.

An unknown suspect stole the victim's vehicle while it was parked on Lozano Street.

An unknown suspect attempted to commit a fraud via email with City Hall staff.

Officers recovered a stolen vehicle that was stolen from De La Cruz Street.

Officers recovered a stolen vehicle on Pucheu Street.

Officers served a search warrant on Holmes in regard to a fraudulent check and identity theft investigation. Evidence was collected. A second location was discovered on Gregg Ct. and searched. Evidence was collected.

Non-injury hit and run by Belmont/Derrick was witnessed by the victim. The suspect was located by officers and positively identified by the victim. He was arrested, cited and released.

Subject check at the old Silver Creek site north/west of the airport runway. Officers located five subjects residing in the rubble on the site. FI's were completed on all and the property owner was contacted.

Unwanted subject at a location on Lolita. Officers contacted him and discovered he was intoxicated. He was arrested and transported to Jail.

Theft of surveillance cameras on De La Cruz. The investigation identified a suspect. A parole check was conducted at the suspect's residence and the stolen cameras were located. He was arrested and transported to Jail.

Vehicle stop on Oller/10th Street discovered the driver was intoxicated. He was arrested for DUI, cited and released.

A restrained person went to the protected person's property on Unida and attempted to contact her. Officers located him and took him into custody for violating the restraining order. He was transported to Jail.

Subject check at 9th/Naples discovered an active warrant. He was arrested, cited and released.

An unknown suspect broke into the victim's residence and stole property. Video surveillance captured the incident.

Vehicle stop at Belmont/Hwy 180 discovered the driver was intoxicated. He was arrested for DUI, cited and released.

An unknown suspect stole the victim's registration tag from his license plate while his vehicle was parked on 9th Street.

A wanted person was arrested at his residence on Marie Street. Additional warrants were located for his arrest. He was transported to Jail.

Surveillance cameras were stolen from the victim's residence on Black Street. A photo of the suspect was captured during the theft. Officer later contacted a suspect at a local mini mart in possession of the stolen cameras. He identified another suspect as the actual thief. He was arrested and transported to Jail.

A surveillance camera was stolen from the exterior wall of a residence on Santa Cruz.

Slow speed non-injury traffic collision (vehicle vs. school bus) on 10th Street. No students on board at the time. Vehicle rear-ended the bus.

Subject check at 7th/Stamoules discovered he was in possession of an alcoholic beverage. He was cited and released.

Officers witnessed a known theft suspect fleeing on foot on Sorensen by Ash Avenue. He was witnessed tossing latex gloves and a full face ski mask as he fled. He was contacted and Fled for information. A check of the area could not determine any wrongdoing.

An unknown suspect stole the victim's vehicle tires while on I Street.

Non-injury traffic collision occurred where one of the drivers was found to be unlicensed. He was cited and released on scene.

A known suspect hit the victim and then fled prior to officers arriving to the location on Airport Blvd. The victim was uncooperative with police.

Subject check on Holmes Street discovered an active warrant. She was arrested, cited and released.

Non-injury hit and run. An unknown driver hit the victim's vehicle while it was parked on Oller Street.

A restrained party contacted the protected party and threatened to kill her if she called police.

Disturbance on I Street resulted in the suspect abusing the victim. The suspect was not present and the victim was uncooperative.

Strategic Planning:

- Personnel attended new computer report writing software/program training
- Police Department assumed oversight of Animal Control duties
 - Absorbed by Code Enforcement
- Range Master attended Rifle instructor training.
- Appointed Records Unit intern

Personnel Information:

- Officer off due to surgery associated with OJI
- Transferred patrol officer into SRO position for coverage
- Hired candidate as Police Officer
- Sergeant resigned
 - Recruiting for Sergeant
- The following Police Department positions remain vacant and frozen:
 - One Police Officer
 - One Administrative Assistant