



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor
VICTOR MARTINEZ
Mayor Pro Tempore
JESSE MENDOZA
OSCAR ROSALES
ROBERT SILVA

AGENDA
MENDOTA CITY COUNCIL
Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
March 13, 2018
6:00 PM

VINCE DiMAGGIO
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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

At this time members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to 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 regular City Council meeting of February 27, 2018, and the special City Council meeting of February 28, 2018.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

City Council Agenda

1

3/13/2018

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 21, 2018 THROUGH MARCH 07, 2018
WARRANT LIST CHECKS NO. 043623 THRU 043678
TOTAL FOR COUNCIL APPROVAL = \$315,247.77
2. Proposed adoption of **Resolution No. 18-17**, conditionally approving the exclusive use permits for city facilities for 2018.
3. Proposed adoption of **Resolution No. 18-18**, authorizing the application for federal funding assistance for the reconstruction of the Mowry Bridge.

BUSINESS

1. Proposed adoption of **Ordinance No. 18-01**, approving a development agreement between the City of Mendota and Marie Street Development, LLC for the development of the property located at 1269 Marie Street in the City of Mendota, County of Fresno, California (Assessor's Parcel Number 013-280-15).
 - a. *Receive presentation from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and adopt Ordinance No. 18-01*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement & 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

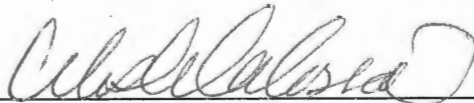
CLOSED SESSION

1. PUBLIC EMPLOYMENT
CA Government Code § 54957.6
Title: Unrepresented Management MOU
Designated Representative and Negotiator: Vince DiMaggio

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of March 13, 2018, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, March 9, 2018 at 3:45 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

February 27, 2018

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

Flag salute led by Mayor Castro.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Victor Martinez, Councilors Jesse Mendoza, Oscar Rosales, and Robert Silva.

Council Members Absent: None.

FINALIZE THE AGENDA

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

City Manager DiMaggio requested that an item related to real property negotiations be added to the Closed Session section of the agenda.

City Attorney Kinsey summarized the requirements to add an emergency item to the agenda.

A motion was made by Councilor Silva to add the item to the Closed Session section of the agenda, seconded by Mayor Castro; unanimously approved (5 ayes).

Mayor Castro requested that an item be added to the Business section of the agenda for Council to consider signing a letter related to immigration.

City Attorney Kinsey summarized the requirements to add an emergency item to the agenda.

A motion was made by Councilor Mendoza to add the item to the Business section of the agenda, seconded by Councilor Rosales; unanimously approved (5 ayes).

A motion was made by Mayor Pro Tem Martinez to adopt the agenda as requested by staff and Mayor Castro, seconded by Councilor Rosales; unanimously approved (5 ayes).

PROCLAMATION

1. Proposed adoption of **Proclamation No. 18-01**, recognizing The United Way of Fresno and Madera Counties Free Tax Preparation Service (VITA).

Mayor Castro introduced them item.

President and CEO Lindsay Callahan with The United Way Fresno and Madera Counties stated that she is excited to partner with the City; stated that the organization has been meeting with key people in Mendota, and is looking forward to working with the entire Council; spoke on the upcoming free tax preparation services through the VITA program that will be provided in Mendota on March 10th; stated that the organization has arranged with the State's Franchise Tax Board to have the equipment and personnel needed in Mendota to carry out the event; and reported on the qualifications that need to be met in order to utilize the services.

Discussion was held on the location and time of the event.

Council welcomed and thanked Ms. Callahan and her staff for their involvement in the community, and for providing the upcoming tax preparation event.

Mayor Castro read the proclamation into the record.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Sir Dean Murphy (Order of the Million Elephant & White Parasol) – stated that his organization is looking for a significant amount of property for a large project, and provided Council and staff with the proposed plan for the project.

Discussion was held on the need for the organization to meet with staff; the amount of land that the organization needs; what would be included in the proposed project; the possibility of needing to look at the annexation of additional land, as well as a sphere of influence amendment to acquire the amount of land that the organization needs; and the inability for the current water and sewer infrastructure to support such a large project.

Discussion was held on the size of property that the organization needs, and their staff meeting with City staff.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of February 13, 2018.
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 Silva to approve items 1 and 2, seconded by Councilor Mendoza; unanimously approved (5 ayes).

CONSENT CALENDAR

1. FEBRUARY 13, 2018 THROUGH FEBRUARY 20, 2018
WARRANT LIST CHECKS NO. 043576 THRU 043622
TOTAL FOR COUNCIL APPROVAL = \$217,748.71
2. Proposed adoption of **Resolution No. 18-12**, adopting the Street Standard Drawings ST-1 through ST-21, as revised in February 2018
3. Proposed adoption of **Resolution No. 18-15**, authorizing the execution of an engineering services agreement for the purpose of extending the useful life of various streets in the City of Mendota in need of maintenance and/or repair.

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

BUSINESS

1. Appointment of a Mendota resident to the Mendota Recreation Commission.

Mayor Castro introduced the item and Economic Development Manager Flood reported that there are two vacancies on the Recreation Commission; stated that staff received an application from Ms. Angela Gonzalez; and recommended that the Council appoint Ms. Gonzalez to the Recreation Commission.

A motion was made by Councilor Silva to appoint Angela Gonzalez to the Recreation Commission, seconded by Councilor Mendoza; unanimously approved (5 ayes).

2. Proposed adoption of **Resolution No. 18-16**, directing the Mendota Joint Powers Authority to transfer residual funds to the City for placement in the General Fund Reserve.

Mayor Castro introduced the report and City Attorney Kinsey summarized the report including that the City has already paid off the Mendota Joint Powers Authority 1989 Series A Revenue Bonds; the City being unable to locate records regarding the funds; the amount of remaining funds; allocating the remaining funds since they are not bond

proceeds; utilizing the remaining funds to replenish the City's General Fund Reserve; legal counsel ensuring that it is acceptable to transfer the funds; and stated that the resolution effectuates the transfer of the funds to the General Fund Reserve.

City Manager DiMaggio reported on the dissolution of the Redevelopment Agency; staff acquiring opinions from legal counsel regarding the transfer of the funds; the amount of funds that will be transferred to the General Fund Reserve; and stated that he appreciated City Attorney Kinsey's assistance and that of the special counsel.

Discussion was held on whether the funds are restricted; whether it is appropriate to transfer the funds to the General Fund Reserve; and whether the City would be able to restore positions.

A motion was made by Councilor Rosales to adopt Resolution No. 18-16, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

PUBLIC HEARING

1. Introduction of **Ordinance No. 18-01**, approving a development agreement between the City of Mendota and Marie Street Development, LLC for the development of the property located at 1269 Marie Street in the City of Mendota, County of Fresno, California (Assessor's Parcel Number 013-280-15).

Mayor Castro introduced the item and City Manager DiMaggio reported that the council recently adopted a resolution to approve the Development Agreement, but that an ordinance also needed to be considered and adopted to formalize the agreement.

City Attorney Kinsey reported that staff and Canna-Hub have essentially the finalized agreement, but that Canna-Hub recently requested to modify the agreement so that the amount of city tax that Canna-Hub would pay would depend on actual occupancy; stated that Canna-Hub's recent request was not incorporated into the agreement; it being the Council's discretion as to whether they want to consider the request; and shared staff's recommendation to hold the public hearing and waive the first reading of the ordinance.

Discussion was held on not incorporating Canna-Hub's recent request into the agreement.

At 6:41 p.m. Mayor Castro opened the hearing to the public and, seeing no one present wishing to comment, closed it in that same minute.

A motion was made by Mayor Castro to perform the first reading of Ordinance No. 18-01, seconded by Mayor Pro Tem Martinez; approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

Administrative Services Director Lekumberry summarized report including the special project management that she performed for the 7th and Derrick Beautification project; trainings that were conducted for City Hall staff and the Public Works and Public Utilities Departments; workers compensation claims; and the amount of Senior Center attendees.

Discussion was held on the aviation project, including a press event that will take place on March 20th; and City Manager DiMaggio provided an overview of the project.

2. Public Works
 - a) Monthly Report

Planning & Public Works Director Gonzalez provided an update on the Lozano Lift Station Improvement project, including that the construction will not begin until April due to one of the vendors; and stated that the City had purchased additional fuel.

Discussion was held on the good work that the Adult Offender Work Program individuals do; the street sweeper schedule; and the possibility of having a tow truck tow vehicles that are parked on the street on the scheduled street sweeping day.

3. City Attorney
 - a) Update

Nothing to report.

The Council thanked City Attorney Kinsey for his work.

4. City Manager

City Manager DiMaggio reported that he and Mayor Castro have been working on their committees at Fresno Council of Governments (FCOG) to add immigration to the One Voice trip agenda, and provided an update on the DACA legal situation.

Discussion was held on President Trump's opinion of Mendota, and the possibility of the City selling the 100 acres of land near the solar farm.

The Council thanked City Manager DiMaggio for his work.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Mendoza thanked staff and encouraged the members to continue attending meetings.

Councilor Rosales thanked staff, and reported on the Coffee with a Cop and Council Member event that was held recently.

Mayor Pro Tem Martinez reported that the Salvadoran Consulate will be providing their services at Gonzalez Hall on March 11th.

Councilor Silva reported on a significant amount of federal funding that the City of Selma recently received, and the need to speak with Congressman Valadao on acquiring funding.

2. Mayor

Mayor Castro reported that he recently attended a FCOG meeting and pushed to add immigration to the One Voice trip agenda, and that Mr. Moses Stites provided him with information regarding possible grants that the City may be eligible for under AB 134.

Discussion was held on whether the City was still under contract with Townsend Public Affairs.

BUSINESS

3. Council discussion and consideration to execute a letter regarding immigration.

Mayor Castro introduced the item and reported that he and Councilor Silva recently attended a Latino Mayors and City Elected Officials Coalition meeting; reported that a letter was created by Latino Mayors and City Elected Officials Coalition staff member Brenda Quintana; that the letter urges the adoption of immigration reform legislation; and requested that the Council consider signing a letter.

Mayor Castro read the letter into the record.

Discussion was held on who the letter would be sent to.

A motion was made by Councilor Rosales to approve that the Council sign the letter; seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
CA Government Code § 54956.8
Properties: 1084 Oller Street in Mendota, CA, identified as APN 013-153-08
Agency Negotiator: Vince DiMaggio, City of Mendota
Negotiating Parties: City of Mendota and the County of Fresno
Under Negotiation: the price and terms of payment.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
CA Government Code § 54956.8
Properties: 1748 7th Street in Mendota, CA, identified as APN 013-221-07
Agency Negotiator: Vince DiMaggio, City of Mendota
Negotiating Parties: City of Mendota and the County of Fresno
Under Negotiation: the price and terms of payment.

At 7:09 p.m. the Council moved into closed session.

At 7:24 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regards to items 1 and 2 of the closed session, there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:24 p.m. by Councilor Silva, seconded by Councilor Mendoza; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk



**MINUTES OF MENDOTA
SPECIAL CITY COUNCIL MEETING
JOINT-MEETING OF THE
MENDOTA CITY COUNCIL AND
THE MENDOTA UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES**

Special Meeting

Wednesday, February 28, 2018

6:00p.m.

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

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Victor Martinez, Councilors Jesse Mendoza (at 6:02 p.m.), Oscar Rosales, and Robert Silva.

Council Members Absent: None.

Mendota Unified School District (MUSD) Board of Trustees conducted roll call and established a quorum.

The Flag Salute was led by Economic Development Manager Flood

FINALIZE THE AGENDA

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

At 6:02 p.m. Councilor Mendoza entered the Council Chambers.

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

Mendota Unified School District adopted their agenda.

MUSD BOARD OF TRUSTEES PUBLIC COMMENT

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

BUSINESS

1. Discussion Forum

a. Marijuana Facility

Mayor Castro introduced the item, and reported on the feedback he has received from the public, and the bias that the news puts on information when reporting.

City Manager DiMaggio provided an update on the purchase of a warehouse in Mendota by a private company to use it for the cultivation and processing of cannabis; and the development agreement that is being entered into between the City and that company.

Discussion was held on odor control measures that are being taken; the fact that retail sales of cannabis items are prohibited within the City of Mendota; the amount of people that will be hired from Mendota; the District wishing to use the impact fees they receive for drug prevention, treatment, and mental health programs; and the security plan that will be in place.

b. Lighting at McCabe Elementary – South East Corner

Mayor Castro introduced the item and Superintendent Lopez asked if the City was going to install a street light at that location.

Discussion was held on the safety issues that arise when an area that has heavy vehicle traffic does not have sufficient lighting; the difficulty in working with Caltrans to receive basic services, including the unwillingness of Mr. John Liu to take into account the interests of Mendota; reaching out to elected state representatives to invite Caltrans to cooperate; and the possibility of installing a light on school property that would not encroach on Caltrans right-of-way.

c. Traffic Study – Derrick Avenue

Mayor Castro introduced the item and Superintendent Lopez requested that the City join with the District to ask Caltrans to create a safer situation at the location.

Discussion was held on Caltrans disposition to do traffic studies, and the need to protect the children that are traveling to school.

d. Smoot Avenue Property – Community Center

Mayor Castro introduced the item and Superintendent Lopez asked for an update on the use of the Community Center.

City Manager DiMaggio explained the use of Community Center and of the Senior Center; the desire to build a new community center owned by the City; the interest the District has of modernizing the portable buildings that are at the property that the community center is on; the lease that the City has with the a daycare; and the importance of accommodating the senior citizens no matter what future developments are realized.

e. Other Issues of Joint Interest

Trustee Varela discussed the difficulties faced by bus drivers at bus stops throughout the city where tree branches hang down, and impede the driver from parking right next to the curb; and thanked the City of Mendota for improvements made on 5th Street.

Councilor Silva brought up issues related to security for the schools in light of the recent school shooting in Florida, and Superintendent Lopez gave a summary of the measures that are in place to protect students and staff during an incident.

Student Trustee Quinteros shared her experience with drills that are done to simulate incidences on campus.

Councilor Rosales reported on the City's desire to have a fireworks show at the stadium, and fundraising opportunities that the Mendota Community Corporation is involved in.

Discussion was held on safety issues that the school district faces.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:37 p.m. by Mayor Pro Tem Martinez, seconded by Councilor Mendoza; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
 CASH DISBURSEMENTS
 2/21/2018 - 3/7/2018
 Check # 043623 - 043678

Date	Check #	Amount	Vendor	Department	Description
February 21, 2018	43623	\$51.27	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 3/3/18 - 4/2/18 - COMMUNITY CENTER
February 21, 2018	43624	\$760.08	AFLAC	GENERAL	AFLAC INSURANCE FOR FEBRUARY 2018
February 21, 2018	43625	\$4,356.98	AMERITAS GROUP	GENERAL	DENTAL INSURANCE FOR MARCH 2018
February 21, 2018	43626	\$25,872.31	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR MARCH 2018
February 23, 2018	43627	\$150.00	JOSE ARCIGA	GENERAL	REIMBURSEABLE BY GRANT: PER DIEM 2/27/18 - 3/1/18 TACTICAL RESPONSE TO SCHOOL VIOLENCE - PD
February 23, 2018	43628	\$150.00	SENDY AYALA	GENERAL	REIMBURSEABLE BY GRANT: PER DIEM 2/27/18 - 3/1/18 TACTICAL RESPONSE TO SCHOOL VIOLENCE - PD
February 23, 2018	43629	\$150.00	JUAN GURROLA	GENERAL	REIMBURSEABLE BY GRANT: PER DIEM 2/27/18 - 3/1/18 TACTICAL RESPONSE TO SCHOOL VIOLENCE - PD
February 23, 2018	43630	\$858.80	MULBERRY LIFE INN AND SUITES	GENERAL	REIMBURSEABLE BY GRANT: HOTEL: TACTICAL RESPONSE TO SCHOOL TACTICAL VIOLENCE COURSE -PD
February 23, 2018	43631	\$200.00	RIVERSIDE COUNTY SHERIFF/ BEN CLARK T.C.	GENERAL	REIMBURSEABLE BY GRANT: TACTICAL RESPONSE TO SCHOOL & COMMUNITY VIOLENCE - PD
February 23, 2018	43632	\$150.00	JORGE URBIETA	GENERAL	REIMBURSEABLE BY GRANT: PER DIEM 2/27/18 - 3/1/18 TACTICAL RESPONSE TO SCHOOL VIOLENCE - PD
February 28, 2018	43633	\$2,800.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	MEDICAL CHECK RUN 2/27/18
February 28, 2018	43634	\$919.79	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT FOR COPY MACHINE FOR CITY HALL & PD
February 28, 2018	43635	\$135.96	MACARIO BANUELOS	WATER-SEWER	REIMBURSEMENT PREMIUM PAYROLL - 12/1/17 - 2/18/18
February 28, 2018	43636	\$645.52	CORBIN WILLITS SYS INC	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICES FOR MOMS SYSTEM FOR MARCH 2018
February 28, 2018	43637	\$1,899.59	BOLDT CONTRACTING INC DBA D5 ENTERPRISE	STREET	REPLACE ST LIGHT ON OLLER & MARIE, LIGHT PEDESTAL - (9) REPAIR STREET LIGHT (1) LOT MAT (2) SERVICE CALLS
February 28, 2018	43638	\$175.00	DEPARTMENT OF JUSTICE	GENERAL	(5) BLOOD ALCOHOL ANALYSIS - JANUARY 2018 - PD
February 28, 2018	43639	\$8,438.95	STANTEC CONSULTING SERVICES	SEWER	GROUNDWATER SAMPLING AND REPORTING 3RD QUARTER & 4TH QUARTER 2017
February 28, 2018	43640	\$280.73	EINERSON'S PREPRESS	GENERAL	1000 16PT PRINTED DOUBLESIDE BUSINESS CARDS - PD
February 28, 2018	43641	\$2,268.20	GIERSCH & ASSOCIATES INC.	SEWER	PROFESSIONAL SERVICES : LOZANO LIFT STATION
February 28, 2018	43642	\$1,080.00	GONZALEZ TRANSPORT, INC.	AVIATION	REIMBURSEABLE - AIRPLANE HANGER OVERSIZE LOAD PICK- UP AND DELIVERY
February 28, 2018	43643	\$18,963.98	GUTHRIE PETROLEUM INC	GENERAL-WATER-SEWER-STREETS	(6997 GALLONS) BULK UNLEADED GASOLINE
February 28, 2018	43644	\$52.00	LOS BANOS VETERINARY CLINIC	GENERAL	(1) CITY EUTHANASIA - ANIMAL CONTROL
February 28, 2018	43645	\$1,490.71	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD COVERAGE FOR MARCH 2018
February 28, 2018	43646	\$158.00	SAN JOAQUIN VALLEY AIR	WATER	(2) GENERATOR - EMERGENCY IC ENGINE BACK-UP FOR WATER WELLS
February 28, 2018	43647	\$212.50	SEBASTIAN	GENERAL-WATER-SEWER	ASSIST COMCAST WITH PHONE TROUBLE SHOOTING (1.5 HOURS)

CITY OF MENDOTA
 CASH DISBURSEMENTS
 2/21/2018 - 3/7/2018
 Check # 043623 - 043678

February 28, 2018	43648	\$22,055.00	SMECK, ESPARZA & CO	GENERAL-WATER-SEWER-REFUSE	ANNUAL REVIEW AUDITED FINANCIALS 12/15/16 - 12/16/17 SERVICES: GAS, TAX, MDLA LOAN, JPA AGREEMENT
February 28, 2018	43649	\$500.00	TECH-MASTER	GENERAL-WATER-SEWER	(7) CITYWIDE GENERAL PEST CONTROL SERVICES FOR FEBRUARY 2018
March 6, 2018	43650	\$85,259.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 2/19/18 - 3/4/18
March 7, 2018	43651	\$2,105.00	A-1 NATIONAL FENCE	WATER	WATER WELL #5 REPLACE BARBWIRE, REPLACE CHAIN LINK, BARB ARMS, RECEMENT GATE POSTS, (2) POST EXTENSIONS, (2) BRACES
March 7, 2018	43652	\$3,700.00	LORIE ANN ADAMS	HOME LOAN	(2) PORTFOLIO MANAGEMENT - JANUARY & FEBRUARY 2018, (1) HOME LONG TERM MONITORING - CASA DE ROSA PROJECT
March 7, 2018	43653	\$75.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	(5) HRA ADMINISTRATION - MARCH 2018 (PD)
March 7, 2018	43654	\$275.38	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 3/13/18 - 4/12/18 - CITY HALL, EDD, & DMV
March 7, 2018	43655	\$69.89	JOSE ARCIGA	GENERAL	TRAVEL EXPENSE REIMBURSEMENT 2/27/18, 2/28/18, & 3/1/18 - PD
March 7, 2018	43656	\$1,396.50	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 1/25/18 - 2/24/18, DISPATCH PHONE SERVICES 9/27/17-10/26/17 & 1/27/18 - 2/26/18 (PD)
March 7, 2018	43657	\$107,821.68	AVISON CONSTRUCTION, INC.	STREETS	DERRICK & 7TH STREET BEAUTIFICATION & RECONSTRUCTION PROJECT PAYMENT NO. 4
March 7, 2018	43658	\$364.00	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT - WEEKLY TREATMENT & DISTRIBUTING, GENERAL EDT WEEKLY WATER SYSTEM, WASTEWATER WEEKLY, MONTHLY WASTEWATER WEEK 2-5
March 7, 2018	43659	\$246.84	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR FEBRUARY 2018
March 7, 2018	43660	\$88.80	CROWN SERVICES CO.	GENERAL-SEWER	TOILET 1XWK - PD, TOILET W/SINK 1XWK - WWTP
March 7, 2018	43661	\$664.69	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	PD- BUSINESS CARDS (250 CT), 12000 LEFT WINDOW #10 ENVELOPES
March 7, 2018	43662	\$10,833.33	FIREBAUGH POLICE DEPARTMENT	GENERAL	DISPATCH SERVICE FOR FEBRUARY 2018 - PD
March 7, 2018	43663	\$82.74	FRESNO COUNTY SHERIFF	GENERAL	(3) PRISONER PROCESSING SERVICES FOR DECEMBER 2017 - PD
March 7, 2018	43664	\$434.00	FRESNO MOBILE RADIO INC.	GENERAL	(31) POLICE DEPARTMENT RADIOS FOR FEBRUARY 2018
March 7, 2018	43665	\$1,107.50	MID VALLEY DISPOSAL, INC.	REFUSE-STREETS	ROLL OFF BIN 10Y EXCHANGE (QTY 10.18) 40Y EXCHANGE (QTY 4.89, 4.08), 40Y ORGANIC
March 7, 2018	43666	\$327.23	NISSAN MOTOR ACCEPTANCE CORPORATION	GENERAL-WATER-SEWER	2015 NISSAN ALTIMA LEASE PAYMENT - CM MARCH 2018
March 7, 2018	43667	\$251.30	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICES 559-266-6456 2/26/18 - 3/25/18
March 7, 2018	43668	\$4,198.07	R&B COMPANY	WATER	HYDRANT REPAIR PARTS - (3) MAIN VALVE (3) UPPER VALVE WASHERS (3) LOWER VALVE WASHERS (3) CROSS ARM (6) COUPLING STUD (3) PIN
March 7, 2018	43669	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES 2/21/18 - 3/20/18 FOR PD
March 7, 2018	43670	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT PD COPY MACHINE
March 7, 2018	43671	\$37.78	THOMASON TRACTOR COMPANY	GENERAL	(1) 12" BAR STIHL DISC FOR PARKS
March 7, 2018	43672	\$25.00	TRANSUNION RISK & ALTERNATIVE DATA	GENERAL	TRANSUNION RISK & ALTERNATIVE PEOPLE SEARCH FOR MARCH 2018 -PD

CITY OF MENDOTA
 CASH DISBURSEMENTS
 2/21/2018 - 3/7/2018
 Check # 043623 - 043678

March 7, 2018	43673	\$360.04	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 3/8 CM SC3000 ASPHALT STREET PATCHING POT HOLES
March 7, 2018	43674	\$36.64	JORGE URBIETA	GENERAL	TRAVEL EXPENSE REIMBURSEMENT 2/27/18, 2/28/18, & 3/1/18 - PD
March 7, 2018	43675	\$261.67	USA BLUEBOOK	WATER	(4) CHLORINE FREE REAGENT SET
March 7, 2018	43676	\$50.40	WECO	GENERAL-WATER-SEWER	(6) RENT CYL ACETYLENE #4, OXYGEN D, OXYGEN K
March 7, 2018	43677	\$103.56	MARIA E. VILLANUEVA ORELLANA	WATER	MQ CUSTOMER REFUND FOR ORT0024
March 7, 2018	43678	\$81.56	ERNESTO RIVAS	WATER	MQ CUSTOMER REFUND FOR RIV0073
		\$315,247.77			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
VIA: VINCE DIMAGGIO, CITY MANAGER
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES
SUBJECT: CONDITIONAL APPROVAL OF EXCLUSIVE USE PERMITS FOR 2018
DATE: MARCH 13, 2018

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.

Here is a notable exception for Council consideration:

- (2) Exclusive-use applications were turned in for the Backpack Give Away event:
 - Mendota Youth Recreation- Scheduled for 08/05/2018
(Application was submitted on 01/05/2018)
 - Westside Youth Inc.- Scheduled for 07/29/2018
(Application was submitted on 02/16/2018)

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 13th 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. 18-17, 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 \$4,280, 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. 18-17, conditionally approving the exclusive use applications as contained in Exhibit A.



**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:
Deacons of Living Water Christian Church
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: Pastor John Floss
ADDRESS (STREET AND CITY): 615 J St Mendota Ca 93646
TELEPHONE NO.: 559-217-4393
4. DATE: See Attached A 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.
See Attached A
7. Number of persons expected to attend the function or event. 60-70
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: _____

N/A

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.

Tables - Chairs - Kitchen

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 \$ N/A. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ N/A 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.

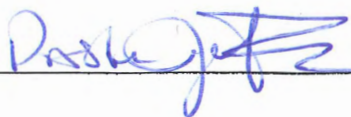
17. I, Prasta John Fous have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Alwee (name of applicant), the organization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

Attachment A

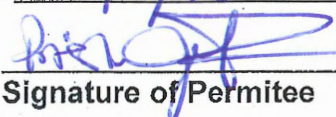
Event Calendar for Rwce

Date	Event	Time	Approx People
March 4 th	Church Anniversary	12 ³⁰ -pm to 5 pm	65-70
June 18 th to 21 st	Vacation Bible School	5pm to 9pm	65-70
September 9 th	Church Fellowship	12 ³⁰ pm to 5pm	65-70
November 3 rd	Community Thanksgiving Pancake Breakfast	10 am to 1 pm	70-75

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: 2/9/18

I, Person John Pore, 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: 2/9/18

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 Fax #559-655-4064 Attn: Erica 643 Quince Street Mendota, CA 93640 Coverage for upcoming events the church is holding at the City of Mendota Community Center, 195 Smoot Ave., Mendota, CA 93640. 1. March 4, 2018-Church Anniversary Dinner (estimate 70 people). 2. June 18-21, 2018- Vacation Bible School, ages 5 to 12 to be held in the evenings from 5pm-9pm (estimate 75 people). Activities: Bible study, arts & craft, dodgeball, and softball.
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)
02/09/2018

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 California Church Ins. Sv 1822 W Kettleman Lane Suite 2 Lodi CA 95242-4218	CONTACT NAME: Stefany Sandoval	
	PHONE (A/C, No., Ext): (209) 333-1682 FAX (A/C, No.): (209) 333-0776 E-MAIL ADDRESS: stefany@californiachurchinsurance.com	
INSURED Rivers Of Living Water Christian Church 615 J Street Mendota CA 93640	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne Insurance	15032
	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	Y		01241627	09/01/2017	09/01/2018	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	AUTOMOBILE LIABILITY							
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB							
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)
Coverage for upcoming events the church is holding at the City of Mendota Community Center, 195 Smoot Ave., Mendota, CA 93640.

1. March 4, 2018-Church Anniversary Dinner (estimate 70 people).
 2. June 18-21, 2018- Vacation Bible School, ages 5 to 12 to be held in the evenings from 5pm-9pm (estimate 75 people).
- Activities: Bible study, arts & craft, dodgeball, and softball.

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 



Fax Transmission

To: 15596554064@nextivafax.com **From:** California Church Insurance Services
Fax: 15596554064 **Date:** 2/9/2018
RE: Re:Rivers Of Living Water Christian Church- **Pages:** 4
Certificate of Insurance

Comments:

Erica,

Attached please find certificate of insurance for events that will take place at The Mendota Community Center. There are two more events pastor has requested that will be held on 9/9/2018, and 11/3/2018. Due to events being held after the policy renewal date we are unable to issue the certificates at this time. I have set myself a reminder to process the certificate for those events on 9/1/2018. Please let me know if you have any questions or if forms require any changes. Also, do you by any chance have an email address?

Have a great weekend!

God Bless,
Stefany Sandoval
Office Hours: 9:00 am - 1:00 pm
Monday - Friday

[cid:f76aa0f04b7728e2c14c0b4bda00d9febb92b782@zimbra][cid:img_0001.JPG]
DISCLAIMER: This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, and contains information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

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 Fax #559-655-4064 Attn: Erica 643 Quince Street Mendota, CA 93640 Coverage for upcoming events the church is holding at the City of Mendota Community Center, 195 Smoot Ave., Mendota, CA 93640. 1. March 4, 2018-Church Anniversary Dinner (estimate 70 people). 2. June 18-21, 2018- Vacation Bible School, ages 5 to 12 to be held in the evenings from 5pm-9pm (estimate 75 people). Activities: Bible study, arts & craft, dodgeball, and softball.
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) 02/09/2018

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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).

Table with 2 main rows: PRODUCER (California Church Ins. Sv) and INSURED (Rivers Of Living Water Christian Church). Includes contact info for Stefany Sandoval and insurer details for GuideOne Insurance.

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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

- Coverage for upcoming events the church is holding at the City of Mendota Community Center, 195 Smoot Ave., Mendota, CA 93640. 1. March 4, 2018-Church Anniversary Dinner (estimate 70 people). 2. June 18-21, 2018- Vacation Bible School, ages 5 to 12 to be held in the evenings from 5pm-9pm (estimate 75 people). Activities: Bible study, arts & craft, dodgeball, and softball.

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

Certificate Holder (City of Mendota) and 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). Includes signature of Neal Eisenbraun.



California Church Insurance Services, Inc.
1822 W. Kettleman Lane, Suite 2 • Lodi, CA 95242
stefany@californiachurchinsurance.com
www.CaliforniaChurchInsurance.com
209-333-1682 Phone 800-767-8581 Toll Free
209-333-0776 Fax License #0D060338



**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 - Property on corner 7^A Riofrío.

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

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

NAME: Sergio Valdez
ADDRESS (STREET AND CITY): 325 Pucheu St. Mendota, Ca
TELEPHONE No.: 559-647-4043

4. DATE: ~~2-18~~ 12-15-18 TIME: ~~12:00pm~~ till 9:00pm

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

no park just 7th - 6th Pucheu Streets

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 on Dec 15, 2018

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

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.

Food vendors D.S measure C - Christmas floats.

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

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

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

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

Signature of Permittee: Sergio Valdez DATE: 2-1-18

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: 2-1-18

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:
Rojas Park

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

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:
NAME: Sergio Valdez
ADDRESS (STREET AND CITY): 325 Archer St Mendota
TELEPHONE NO.: 551-647-4043

4. DATE: 2.17.18 8-5-18 TIME: 2:00 9:00 AM till 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).
Pgullion

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.
Back Pak give away

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 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.

Mendota Youth has taken the annual give away to continue the Gutterize family legacy and dreams for the children to have school materials and a back pack

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

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

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

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

all free

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 Recreates (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: S. Valdez DATE: _____

I, S. 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: 2-16-18

[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.
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- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- AMPLIFIED MUSIC PERMIT IF APPLICABLE

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

Rojas Park

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

Mendota Youth Recreation

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

NAME: Sergio Valdez

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

TELEPHONE NO.: 559-647-4043

4. DATE: July 12 to July 15, 2018 TIME: July 12 @ 4:00pm w/ DJ Carnival @ 6:00 PM Live Band @ 8:00pm till 12:00 AM July 13 Carnival @ 6:00pm DJ @ 6:00 PM July 15 @ 4:00pm to 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).

Pavilion - Snack bar - Soccer Field - Park

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

Annual Harvest festival July 12 to July 15, 2018

7. Number of persons expected to attend the function or event. 2000

8. Will alcoholic beverages be sold? Yes X 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: None
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 - DJ on First day - Live band for Friday
Sat - Sun - food booth - taco eating contest on Sat

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

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

Signature of Permittee: Sergio Valdez DATE: 2-1-18

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: 2-1-18

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:

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**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.

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- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
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- 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:
empty lot 7^B @ Rio Frio
2. The organization, individual, business or entity applying for the use permit:
Mendota Youth Recreation
3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:
NAME: Sergio Valdez
ADDRESS (STREET AND CITY): 325 Pucher
TELEPHONE No.: 647-4043
4. DATE: 3-18-18 until 12-16-18 all Sunday TIME: 2:00 pm to 7:00 pm
~~2-16-18 til Dec~~
5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).
7^B @ Rio Frio
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. 300
8. Will alcoholic beverages be sold? Yes ___ No X note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.
9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

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

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

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

open market new and used items 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: Suzo Valdez DATE: 2-16-18

I, S 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: 2-16-18

[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:

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**CITY OF MENDOTA
FACILITY USE APPLICATION**



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

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

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

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- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
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- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
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- 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 Pucheu St. Mendota, Ca
TELEPHONE No.: 559-647-4043

4. DATE: ~~2-17-18~~ NOV 17, 2018 TIME: 12:00 P.M. to 5:00 pm

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).
no Park - 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.
Annual Senior Citizen Thanksgiving Lunch

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

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

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

Will be serving the Senior Citizens our
Annual thanks giving lunch - free. D.J

12. Will concession stand(s) be used? N/A Yes N/A 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 X 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 + Senior Citizens

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: 2-1-18

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: 2-1-18
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:

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**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.

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- 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 Recreation

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

NAME: Sergio Valdez

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

TELEPHONE NO.: 559-647-4043

4. DATE: ~~2-1-18~~ 10-26-18 - 10-28-18 on 26th @ 6:00 pm to mid 12:00
TIME: ~~1:00-3:00~~ 6:00 pm to 12:00 - 28 - Carnival DJ @ 5:00pm to 10:00pm

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

Pavilion - Snack bar Soccer field Park

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

Annual Red Ribbon Carnival

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

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.

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NAME: _____
ADDRESS: None
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 on 26 w/ DJ - Oct 27 Carnival rides
DJ with red ribbon celebration. Carnival rides DJ
we might have a live band

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

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

Signature of Permittee: Sergio Valdez DATE: 2-1-18

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: 2-1-18

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**

received
1/2/2018 4:58AM JR

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:

Bojus Pierce Park - Parking lot Smart street & Sarason

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

Westside Youth Inc.

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

NAME: Dino Perez

ADDRESS (STREET AND CITY): 1709 7th Street, Mendota, CA 93640

TELEPHONE NO.: (559) 655-4808

4. DATE: Jan. 02, 2018 TIME: 3pm - 11pm
Every Wednesday March 13, 2018 - Dec 31, 2018

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 of Bojus-Pierce-Park and Smart street & Sarason Ave Sidewalk on both sides of Smart, Trash bins

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 (Remate) Fundraiser for local non-profit

7. Number of persons expected to attend the function or event. Approx. 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 X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

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

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

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

Food vendors, sale of toys, shoes, mens/women clothing, cosmetics, mobile phone, house hold items, flavored drinks, bounce house, train rides pony rides, misc items, used items, etc.
Golf cart Mens/Women restrooms

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

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

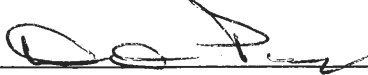
15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

Westside Youth Inc. 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 Westside Youth Inc (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

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

Signature of Permittee:  DATE: 01/02/2018

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: Jan. 2, 2018


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)
10/27/2016

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. 963-I Industrial Road San Carlos CA 94070	CONTACT NAME: Luis Zambrana	
	PHONE (A/C, No, Ext): 888-888-4501	FAX (A/C, No): 650-508-0121
E-MAIL ADDRESS: servicing@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:** 2060569215 **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		8502CY304860-9	10/23/2016	10/23/2017	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	\$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	10/23/2016	10/23/2017	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			8502CY304860-9	10/23/2016	10/23/2017	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 



**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:

Back-Pack Give away July 29 2018 - Sunday

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

Westside Youth Inc

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

NAME: Dino Perez

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

TELEPHONE NO.: (559) 655-4808

4. DATE: July 29 2018 TIME: 12:00pm - 7:00 pm

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

Reynolds Piece Park, Restrooms, Pavilion, stage

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.

Event purpose to give free backpacks school supplies to children of Mendota

7. Number of persons expected to attend the function or event. Approx. 400-500

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.

DJ, dances, music, Food, water, bounce house, dunk tank
train rides, Information booths, 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.

Westside Youth may collect donations to be used to give to local
school 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, Dino Perez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Westside Youth Inc (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: 01/5/2018

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: 01/05/2018

[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)
10/27/2016

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. 963-I Industrial Road San Carlos CA 94070	CONTACT NAME: Luis Zambrana PHONE (A/C, No, Ext): 888-888-4501 FAX (A/C, No): 650-508-0121 E-MAIL ADDRESS: servicing@strattonagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Markel Insurance Company*	NAIC # 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: 2060569215** **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		8502CY304860-9	10/23/2016	10/23/2017	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 \$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	10/23/2016	10/23/2017	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) 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			8502CY304860-9	10/23/2016	10/23/2017	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
---	--

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: JAN 30 1995

WEST SIDE YOUTH INC
PO BOX 809
MENDOTA, CA 93640

Employer Identification Number:
77-0080297
Case Number:
955005009
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2389
Our Letter Dated:
February 26, 1991
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. For guidance in determining whether your gross receipts are "normally" more than \$25,000, see the instructions for Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Richard R. Orosco
District Director



**CITY OF MENDOTA
FACILITY USE APPLICATION**

received
01/04/2018

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-Soccer Field, Pavillion, Restrooms

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

Westside Youth Inc,

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

NAME: Dino Perez

ADDRESS (STREET AND CITY): 1709 7th Street, Mendota, CA 93640

TELEPHONE NO.: (559) 655-4808

4. DATE: April 18-22, 2018 TIME: _____

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

Soccer Field, Pavillion, Restrooms

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

Fundraiser for local non-profit to fund local youth programs

7. Number of persons expected to attend the function or event. ^{Approx} 500-700 people

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: NIA
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, games, food booths, pony rides, music, dancing, toy items, golf cart, dunk tank, etc.
Operation times Wed-Sunday 5pm-11pm

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 and its 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 Westside Youth Inc. (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

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

Signature of Permittee: Dino Perez DATE: 01/04/17

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: 01/04/17
Dino Perez
Signature of Permittee

CITY MANAGER APPROVAL

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

CITY MANAGER: _____ DATE: _____

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

POLICE DEPT: _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2016

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. 963-I Industrial Road San Carlos CA 94070	CONTACT NAME: Luis Zambrana	
	PHONE (A/C, No., Ext): 888-888-4501	FAX (A/C, No.): 650-508-0121
E-MAIL ADDRESS: servicing@strattonagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Markel Insurance Company*		38970
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

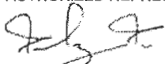
INSURED WESTYOU-01
 Westside Youth Inc
 1709 7th St
 Mendota CA 93640

COVERAGES **CERTIFICATE NUMBER:** 2060569215 **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		8502CY304860-9	10/23/2016	10/23/2017	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 \$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	10/23/2016	10/23/2017	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 \$						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 <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			8502CY304860-9	10/23/2016	10/23/2017	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 
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**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONDITIONAL
APPROVAL OF THE EXCLUSIVE USE PERMITS
FOR CITY FACILITIES FOR 2018**

RESOLUTION NO. 18-17

WHEREAS, as of February 23, 2018, thirteen (13) 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 the Administrative Policy Number 2004.01, Exhibit B, which states Mendota based Non-Profit organizations will have one Community Event or Street Fair permit waived in a given calendar year and each additional thereafter will receive 50% discount in same calendar year; and

WHEREAS, the organizations must comply with the Mendota Municipal Code and the Administrative Policy- City Participation in Community Events, Exhibit C, 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 13th, 2018, whichever comes first.

Rolando Castro, 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 13th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Exhibit A

CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2018

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY
03/18/2018 – 12/16/2018 2:00pm - 7:00pm	40 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>Fees: Encroachment Permit- \$1,462.50 (\$75 x 1 day= \$75) (1st event fees waived 100%) (\$75 x 39 days= \$2,925) (All other event fees waived 50% Waived)</p> <p>Deposits: None</p>	<p>Fees Waived: \$1,537.50</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>
08/05/2018 9:00am - 2:00pm	1 Day Event Sunday	Backpack Giveaway	Rojas-Pierce Park (Pavilion)	Mendota Youth Recreation	<p>Mendota Youth Recreation 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 (8/3/2018) Return Key (8/6/2018)</p> <p>Fees: Rojas Pierce Park & Pavilion Rental: \$175 (\$350 x 1 day= \$350) (50% Waived) Amplified Music Permit:\$2.50 (\$5 x 1 day= \$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>

Exhibit A

CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2018

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY
<p>10/26/2018 - 10/28/2018</p> <p>10/26- 6:00pm – 12:00am 10/27- 3:00pm – 12:00am 10/28- 5:00pm – 10:00pm</p>	<p>3 Day Event Friday- Sunday</p>	<p>Annual Red Ribbn Carnival</p>	<p>Rojas-Pierce Park (Pavilion, Concession Stand, & Soccer Field)</p>	<p>Mendota Youth Recreation</p>	<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 (10/25/2018) Return Key (10/29/2018)</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 (<i>Exhibit C</i>)</p>
<p>11/17/2018</p> <p>9:00am - 5:00pm</p>	<p>1 Day Event Saturday</p>	<p>Annual Senior Citizen Thanksgiving Lunch</p>	<p>Community Center</p>	<p>Mendota Youth Recreation</p>	<p>Mendota Youth Recreation Shall: Clean Facility Obtain An Amplified Music Permit Pick-Up Key (11/16/2018) Return Key (11/19/2018)</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: \$5</p> <p>Administrative Policy: City Participation in Community Events (<i>Exhibit C</i>)</p>

Exhibit A

CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2018

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY
12/15/2018 12:00pm – 9:00pm	1 Day Event Saturday	Annual Christmas Parade	City Streets (7th St, 6th St, Pucheu 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</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 (Exhibit C)</p>
7/12/2018 - 7/15/2018 7/12- 4:00pm – 12:00am 7/13- 6:00pm – 12:00am 7/14- 4:00pm – 12:00am 7/15- 4:00pm – 12:00am	4 Day Event Thursday- Sunday	Annual Harvest Festival	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 (7/11/2018) Return Key (7/16/2018)</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.</p> <p>**Any proposed alcohol sales and consumption shall be within a designated area and Mendota Youth Recreation shall obtain any and all appropriate permits as required by the State Alcoholic Beverage Control.</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 4 days= \$700 -Waived) Rojas Pierce Park & Pavilion Rental: \$0 (\$350 x 4 days= \$1,400 -Waived) Amplified Music Permit:\$0 (\$5 x 4 days= \$20 -Waived)</p> <p>Deposits: Concession Stand Cleaning Deposit: \$150 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00</p>	<p>Fees Waived: \$2,120</p> <p>Administrative Policy: City Participation in Community Events (Exhibit C)</p>

Exhibit A

CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2018

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY
06/18/2018 - 06/21/2018 5:00pm - 9:00pm	4 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 (6/18/2018) Return Key (6/22/2018)</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>
09/09/2018 12:30pm - 5:00pm	1 Day Event Sunday	Church Fellowship	Community Center	Rivers of Living Water	<p>Rivers Of Living Water Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (9/7/2018) Return Key (9/10/2018)</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>
11/03/2018 10:00am - 1:00pm	1 Day Event Saturday	Community Thanksgiving Pancake Breakfast	Community Center	Rivers Of Living Water	<p>Rivers Of Living Water Shall: Provide Proof of Liability Insurance Clean Facility Pick-Up Key (11/2/2018) Return Key (11/5/2018)</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>
03/13/2018 - 12/31/2018 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>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>

Exhibit A

CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATIONS FOR
2018

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY
04/18/2018 - 04/22/2018 5:00pm – 11:00pm	5 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 (4/17/2018) Return Key (4/23/2018)</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.</p> <p>**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>Fees: Rojas Pierce Park & Pavilion Rental: \$875 (\$350 x 5 days= \$1,750) 50% Waived Amplified Music Permit: \$12.50 (\$5 x 5 days= \$25) (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: \$887.50</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations (<i>Exhibit B</i>)</p>
07/29/2018 12:00pm - 7:00pm	1 Day Event Sunday	Backpack Giveaway	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 (7/27/2018) Return Key (7/30/2018)</p> <p>The City of Mendota Shall: Require Carnival Operator To Obtain A Business License</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>

**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

"Cantaloupe Center Of The World"

MINUTE ORDER

The City Council of the City of Mendota, at its January 25, 2011 regularly scheduled meeting, approved implement an Administrative Policy regarding the City Participation in Community Events; based on a motion made and seconded and a unanimous vote of 5 ayes.

ATTEST:

Dated: March 28, 2011

Krystal M. Chojnacki, Acting City Clerk

City of Mendota



Administrative Policy

City Participation in Community Events

INTRODUCTION:

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

PURPOSE:

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

DEFINITIONS:

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

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

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

POLICY:

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

CONSENT CALENDAR

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

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

BUSINESS

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

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

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

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

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

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: DAVID MCGLASSON, CITY ENGINEER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: APPLICATION FOR FEDERAL FUNDING ASSISTANCE FOR THE RECONSTRUCTION OF THE MOWRY BRIDGE RECOMMENDATION FOR APPROVAL OF A RESOLUTION AUTHORIZING GRANT APPLICATION TO THE US BUREAU OF RECLAMATION
DATE: MARCH 9, 2018

ISSUE

Should the City Council adopt the attached resolution authorizing application for grant funding from the US Bureau of Reclamation (Reclamation) in relation to the Reach 2B San Joaquin River Restoration Project for replacement of the Mowry Bridge, at a cost of \$4.755 million?

BACKGROUND

Staff has been working for several years to develop funding for replacement of the Mowry Bridge over the Fresno Slough, which provides access to the City's wellfield located on the BB Limited ranch property. To this date, no funding has been secured. Staff was recently approached by the Reach 2B River Restoration project team with a proposal. Reclamation has concluded that access to their project sites along the south side of the San Joaquin River would be best made using the Mowry Bridge. However, that bridge has been closed for over two years due to its failing structure, which two structural engineers have determined cannot be repaired. The bridge must be replaced.

Reclamation considered including the bridge replacement in its own river restoration work, but sees an advantage in working with the City. Not only does the new bridge benefit the City's operations, but by agreeing to fund the work by a grant to the City, work can begin this year rather than waiting until the actual river restoration work begins, which is still years in the future.

Reclamation staff has been very helpful in preparation of the grant application, which has been led by Provost and Pritchard with strong involvement from the Public Works Director and the Finance staff. While nothing is guaranteed, we are encouraged and very hopeful that Reclamation will proceed with and approve this funding application.

Preliminary design work for the bridge, the approaches and the relocated irrigation facilities is complete, under a contract signed with Provost and Pritchard earlier this year. If the funding is approved, final design will begin immediately with the intention of constructing the new bridge between October, 2018 and April, 2019.

ANALYSIS

The need to replace the bridge has been apparent since 2010, but a \$4.755 million expense is beyond the capacity of the Water Department to pay. This grant represents a one-time opportunity to team with a Federal agency to seek Federal funding for a project which they arguably need even more than does the City.

FISCAL IMPACT

The grant application proposes that all City expenditures toward this project since the start of 2018 would be reimbursed, including staff time spent toward project administration and coordination. There would be some minor expenditures of Water Department staff time spent on construction inspection that are not budgeted but can be absorbed by the Department without adverse effect. No General Funds will be expensed as part of this action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing an application by this City be made to the United States Bureau of Reclamation to obtain a \$4.755 million grant to develop and construct the proposed replacement bridge and associated facilities, and further authorizing the City Manager to prepare the necessary data, make investigations, sign, and file such application with the United States Bureau of Reclamation and, if selected for a grant, be further authorized to execute a Cooperative Agreement with Reclamation.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
APPLICATION FOR FEDERAL FUNDING
ASSISTANCE FOR THE RECONSTRUCTION
OF THE MOWRY BRIDGE**

RESOLUTION NO. 18-18

WHEREAS, the City of Mendota (City) is a General law City in the State of California, and is eligible to submit an application for funding from the United States Bureau of Reclamation (USBR) San Joaquin River Restoration Program, Part III of Title X grant funding for FY2019 (Grant Program); and

WHEREAS, the City has prepared and reviewed preliminary plans for a proposed replacement of the Mowry Bridge over the Fresno Slough (Project) that will serve the City's interest in having access to its municipal well field, meet the City's obligation to provide access to that property to BB Limited under the Lease Agreement which permits the City to operate and maintain said municipal wells, and facilitate the US Bureau of Reclamation's access to the work activities known at the Reach 2B River Restoration Project that are the result of San Joaquin River Restoration Settlement; and

WHEREAS, said Project will generally consist of demolition and removal of the existing wooden Mowry Bridge, construction of a new reinforced concrete bridge over the Fresno Slough generally along the alignment of the old bridge, replacement of the raw water supply pipeline which is supported by the current bridge, relocation of certain irrigation facilities east of the bridge and belonging to BB Limited, and construction of new all-weather road accesses to serve the new bridge, all of which can be constructed and made operational within the time frame as may be established by the USBR; and

WHEREAS, the City Council has reviewed said Project plans and supports the Project, and the benefits provided, and now desires to apply for and secure funds from the Grant Program; and

WHEREAS, the City Council further commits to the financial and legal obligations associated with receipt of financial assistance under the Grant Program; and

WHEREAS, the City has the full capability to provide the amount of funding and/or in-kind contributions specified in the funding plan; and

WHEREAS, if selected for a grant, the City will work with United States Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mendota that pursuant and subject to all of the terms and provisions of Grant Program, and

amendments thereto, an application by this City be made to the United States Bureau of Reclamation to obtain a grant to develop and construct the proposed replacement bridge and associated facilities.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to prepare the necessary data, make investigations, sign, and file such application with the United States Bureau of Reclamation and, if selected for a grant, be further authorized to execute a Cooperative Agreement with the USBR.

Rolando Castro, 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 13th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

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

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND MARIE STREET
DEVELOPMENT OF 1269 MARIE STREET
IN THE CITY OF MENDOTA**

ORDINANCE NO. 18-01

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers; and

WHEREAS, on November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult- Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

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, on September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located at 1269 Marie Street.

WHEREAS, the City of Mendota (“City”) has received an application from Marie Street Development, LLC (“Developer”), to develop a cannabis business for the cultivation, manufacturing, distribution, and testing of cannabis and cannabis products (“the Project”); and

WHEREAS, the City and Developer seek to enter into Development Agreement No. 2018-01 (the “Development Agreement”) to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer; and

WHEREAS, pursuant to Government Code section 65867.5, the City Council finds that the provisions of the Development Agreement are consistent with the City’s general plan and any applicable specific plan; and

WHEREAS, prior to this approval, the City’s planning commission has found that the proposed development plan meets all the requirements under Mendota Municipal Code section 17.84.050; and

WHEREAS, the proposed Development Agreement will have a positive impact on the City by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection in the City.

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

SECTION 1. Based upon the findings, as referenced in the recitals above, the Development Agreement attached hereto as Exhibit 1 and incorporated herein by reference by and between the City of Mendota, and Marie Street Development, LLC, is hereby approved.

SECTION 2. Each and every term and condition of the Development Agreement approved in Section 1 of this Ordinance shall be and is made a part of the Mendota Municipal Code and any appendices thereto. The City Council of the City of Mendota finds that public necessity, public convenience, and general welfare require that any provision of the Mendota Municipal Code or appendices there inconsistent with the provisions of this Development Agreement, to the extent of such inconsistencies and no further, be repealed or modified to make fully effective the provisions of the Development Agreement.

SECTION 3. Any provision of the Mendota Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5. This approval is exempt from the California Environmental Quality Act, § 21000, *et seq.* ("CEQA"), as the approvals at issue simply contemplate the occupation of an existing facility by a proposed land use authorized under the Mendota Municipal Code and, as a result, there is no possibility the activity in question may have a significant effect on the environment, (CEQA Guidelines, § 15061(b)(3)), and the activity is not a "project" as defined under Section 15378 of the CEQA Guidelines.

SECTION 6. 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 27th day of February, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 13th day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Mendota
643 Quince Street
Mendota, CA 93640
Attention: Vince DiMaggio

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ (_____) day of _____, 2018, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **MARIE STREET DEVELOPMENT, LLC**, a California limited liability company ("Developer"). 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. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.

C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

D. Developer proposes to improve, develop, and use real property to be used in the operation of a Cannabis Business for cultivation, manufacturing, distribution and testing of Cannabis and Cannabis Products, as defined in Section 1.4 of this Agreement, in strict accordance

with California Cannabis Laws, as defined in Section 1.4 of this Agreement, as they may be amended from time to time, and the Municipal Code of the City of Mendota as it existed on the Effective Date (the “Project”). The Project includes 100,000 square feet of buildings for Commercial Cannabis Activity.

E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.* (the “Development Agreement Statute”), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.

F. Developer has submitted a request to the City for consideration of a development agreement.

G. 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 real property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-15 (the “Site”), more particularly described in the legal description attached hereto as **Exhibit A** and the Site Map attached hereto as **Exhibit B**.

H. On September 12, 2017, the City Council of Mendota (“City Council”) adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located at the Site.

I. Government Code section 65867.5 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

J. On February 27, 2018, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 18-02.

K. Pursuant to Government Code section 65867.5, on March 13, 2018, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 18-02.

L. This Agreement is entered into pursuant to the Development Agreement Statute and the Mendota Municipal Code.

M. City and Developer desire to enter into this Agreement to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer.

N. The Parties intend through this Agreement to allow Developer to develop and manage the Project in accordance with the terms of this Agreement.

O. The City Council has determined that this Agreement is consistent with City’s General Plan and have conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City’s General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following “Exhibits” are attached to and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Notice of Non-performance Penalty
Exhibit D	Notice of Termination
Exhibit E	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) “Additional Insureds” has the meaning set forth in Section 6.1.
- (b) “Additional License” means a state license to operate a cannabis business pursuant to the California Cannabis Laws that is not an Authorized License.
- (c) “Adult-Use Cannabis” means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.

(d) “Agreement” means this Development Agreement, inclusive of all Exhibits attached hereto.

(e) “Application” means the application for a development agreement submitted by Developer to the City.

(f) “Assignment and Assumption Agreement” has the meaning set forth in Section 10.1.

(g) “AUMA” means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(h) “Authorized License” has the meaning set forth in Section 2.3.

(i) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(j) “California Building Standards Codes” means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Mendota Municipal Code.

(k) “California Cannabis Laws” includes AUMA, MAUCRSA, CUA, the Medical Marijuana Program Act of 2004 codified as Health and Safety Code sections 11362.7 through 11.62.83, and any other applicable state laws that may be enacted or approved.

(l) “Cannabis” means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term “marijuana” may be used interchangeably.

(m) “Cannabis Business” means a cannabis business operating pursuant to an Authorized License.

(n) “Cannabis Product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(o) “CEQA” means the California Environmental Quality Act, as set forth in Division

13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(p) “City” means the City of Mendota, a municipal corporation having general police powers.

(q) “City Council” means the City of Mendota City Council.

(r) “City Manager” means the City Manager of the City of Mendota, or his or her designee.

(s) “Charged Party” has the meaning set forth in Section 8.1.

(t) “Charging Party” has the meaning set forth in Section 8.1.

(u) “Commercial Cannabis Activity” means to cultivate, manufacture, distribute, or test a cannabis product provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.

(v) “Conditional Use Permit” means a conditional use permit for the Project issued by the City pursuant to Mendota Municipal Code Chapter 17.08.050.

(w) “CUA” means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(x) “Developer” means Canna Hub. Developer also has the meaning set forth in Section 6.1.

(y) “Development Agreement Statute” has the meaning set forth in Recital E.

(z) “Exhibits” has the meaning set forth in Section 1.3.

(aa) “Major Amendment” means an amendment that shall have a material effect on the terms of the Agreement. Major Amendments shall require approval by the City Council.

(bb) “Marijuana” has the same meaning as cannabis and those terms may be used interchangeably.

(cc) “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*

(dd) “MCRSA” has the meaning set forth in Recital A.

(ee) “Ministerial Fee” or “Ministerial Fees” has the meanings set forth in Section 4.1.

(ff) “Minor Amendment” means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement (e.g., change of notice address) and any amendment

described as minor herein.

- (gg) “Mortgage” has the meaning set forth in Article 7.
- (hh) “Non-Performance Penalty” has the meaning set forth in Section 4.3.
- (ii) “Notice of Non-Performance Penalty” has the meaning set forth in Section 4.3.
- (jj) “Notice of Termination” has the meaning set forth in Section 9.1.
- (kk) “Processing Costs” has the meaning set forth in Section 1.11.
- (ll) “Project” has the meaning set forth in Recital D.
- (mm) “Project Litigation” has the meaning set forth in Section 10.7.
- (nn) “Public Benefit Fees” has the meaning set forth in Section 4.2.
- (oo) “Public Benefit Amount” has the meaning set forth in Section 4.2.
- (pp) “Site” has the meaning set forth in Recital G.

(qq) “State Cannabis Manufacturing Regulations” means the regulations related to cannabis manufacturing issued by a State Licensing Authority in accordance with Chapter 13 (commencing with Section 26130) of Division 10 of the Business and Professions Code, which may be amended from time to time.

(rr) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

(ss) “State Taxing Authority” has the meaning set forth in Section 4.2.

(tt) “Subsequent City Approvals” has the meaning set forth in Section 3.1.

(uu) “Term” has the meaning described in Section 1.7.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent, partner, or joint venturer of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective and title to the Site is vested in the Developer (the “Effective Date”).

Section 1.7. Term. The “Term” of this Agreement is twenty (20) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) **Government Tolling or Termination.** City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is specifically required to comply with federal or state law and such federal or state law requires cessation of Cannabis Cultivation Activities. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for an equivalent period of time (the “Tolling Period”). Developer shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling Period exceeds one (1) calendar year.

(b) **Developer Tolling or Termination.** Developer may not temporarily halt or suspend this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement.

(c) **Developer Termination.** Developer may provide written notice to City of intent to cease all Commercial Cannabis Activity, if Developer is required, directed, or believes, in its sole and absolute discretion, it must temporarily halt or terminate Commercial Cannabis Activity. In such an event, Developer obligations under this Agreement shall terminate. Any resumption of Commercial Cannabis Activity shall be subject to approval by the City Manager.

Section 1.8. Priority of Enactment. In the event of conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (d) Conditional Use Permit, and (e) Subsequent City Approvals, as defined in Section 3.1 of this Agreement.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited fifteen thousand dollars (\$15,000) with City to pay for the Application, all actual fees and expenses incurred by City that are related to the preparation, processing and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and attorney fees and costs (collectively, “Processing Costs”). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been

received and paid by City.

(a) **Apportionment of Processing Costs.** If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, City shall provide notice to Developer, and Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) calendar days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may immediately terminate this Agreement.

(b) **Accounting.** Developer may request, and City shall issue within a reasonable time, an accounting and written acknowledgement of Processing Costs paid to City.

**ARTICLE 2
DEVELOPMENT OF PROPERTY**

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer’s written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the existing City regulations and codes, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license types (the “Authorized License”):

License Description	State License Type(s)
Cultivation Indoor	1A/2A/3A
Cultivation Mixed Light	1B/2B/3B
Cultivation Nursery	4
Manufacturing 1	6
Manufacturing 2	7
Laboratory Testing	8
Distribution	11
Transportation	12

Developer or its tenants or assignees shall be permitted to use the Site consistent with the Authorized License for the Term of this Agreement and during the time Developer or its tenants or assignees is applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer or its tenants or assignees is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to Developer or its tenants or assignees, Developer or its tenants or assignees shall immediately cease Commercial Cannabis Activity on the Site. Developer or its

tenants or assignees shall also, within ten (10) calendar days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State of California, Developer or its tenants or assignees shall immediately cease operations. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add to the Authorized License one or more of the license types then authorized by the California Cannabis Laws. If City Council allows any Additional Licenses, City Council shall make a finding of whether Developer's or its tenants' or assignees' Additional Licenses will have any additional impact on City neighborhoods, infrastructure, or services. Developer shall be required to compensate City for all additional impacts on City infrastructure or services associated with any Additional Licenses and the Public Benefit Amount shall be revised accordingly. This process shall be a Major Amendment to this Agreement.

Section 2.5. Development Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals. Developer shall be required to comply with all provisions of the Mendota Municipal Code and any other City rules and administrative guidelines associated with implementation of the Commercial Cannabis Overlay District. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Mendota Municipal Code or issue rules or administrative guidelines associated with implementation of the Commercial Cannabis Overlay District or Developer's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Mendota Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Mendota Municipal Code changes shall not be applied to the Site or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Mendota Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety

emergency, to select that option for addressing the situation which, in City’s discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3
ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement (“Subsequent City Approvals”). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City’s authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City’s discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4
PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a “Ministerial Fee” and collectively, the “Ministerial Fees”).

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that is commensurate with the private benefits conferred on Developer (the “Public Benefit Fees”). Developer acknowledges that the Public Benefit Fees provided for herein are greater than the annual fee provided for in Mendota Municipal Code section 17.99.070 and, despite this fact, voluntarily agrees to pay the fees acknowledging that the private benefits conferred are of equal or greater consideration to the fees, and waives any right to challenge said fees as a violation of any law. In consideration of the foregoing, Developer shall remit to City \$8.00 per square foot (the “Square Foot Charge”) of the Development (currently approximately 100,000 square feet) as follows:

Within ninety (90) days of the Effective Date, or First (1 st) Business Day of 1 st Month in which Developer commences Commercial Cannabis Activity, whichever occurs first.	\$100,000 (“ <u>Prepaid Fee</u> ”).
First (1 st) Business Day, of 3 rd Month in which Developer commences Commercial Cannabis Activity.	\$100,000 (“ <u>First Quarter Balance</u> ”).
First (1 st) Business Day, of Every 3 rd month after payment of the First Quarter Balance.	\$200,000 per quarter (“ <u>Quarterly Payments</u> ”).

(b) Collectively, these amounts shall be known as the “Public Benefit Amount”. Developer shall be provided with a Five Hundred and No/100 Dollars (\$500.00) annual credit towards the Public Benefit Amount due to compensate for any out of pocket costs incurred by Developer in collecting and submitting payments to the City.

(c) Developer shall remit the Prepaid Fee, First Quarter Balance, and Quarterly Payments as applicable, to City on as described in subdivision (a). Failure to remit the Prepaid Fee, First Quarter Balance, and Quarterly Payments, as applicable, is a material breach of this Agreement.

(d) The Square Foot Charge (and the Quarterly Payments) referred to in Section 4.2(a) of this Agreement shall be subject to adjustment at the commencement of the sixth (6th) year of the term and each year thereafter (the “adjustment date”) as follows:

(1) *Computation Instructions.* All adjustments shall be computed using the Consumer Price Index for the Fresno/Clovis metropolitan area (All Consumers) published by the United States Department of Labor, Bureau of Labor and Statistics (“Index”). The base for

computing the initial adjustment at the commencement of the sixth (6th) year of the term is the Index published on the most recent date prior to the Effective Date (“Initial Beginning Index”). The base for computing each subsequent adjustment is the Extension Index used in the adjustment computation for the immediately preceding adjustment date (“Beginning Index”). The Index published on the most recent date prior to the adjustment date in question (“Extension Index”) is to be used in determining the amount of the adjustment.

(2) *Computation Formula.* If the Extension Index has increased over the Beginning Index (or the Initial Beginning Index for the initial adjustment), the Square Foot Charge for the following one year period (until the next adjustment) shall be set by multiplying the Square Foot Charge in effect immediately prior to the adjustment date in question by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index (or the Initial Beginning Index for the initial adjustment).

(3) *Limitations on Adjustments.* In no event shall the Square Foot Charge as adjusted on any adjustment date be less than the Square Foot Charge in effect immediately prior to the adjustment date in question.

(4) *Notification.* On adjustment of the Square Foot Charge as provided in this Agreement, City shall notify Developer in writing of the amount of the new Square Foot Charge and Quarterly Payments in effect until the next adjustment date.

(5) *Substitute Index.* If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced or which is substantially similar to it shall be used in order to obtain essentially the same result as would be obtained if the Index had not been discontinued or revised.

Section 4.3. Reporting. Developer shall provide City with copies of any reports provided to a State Licensing Authority or a State Taxing Authority within forty-five (45) calendar days of that submission. Failure or refusal of Developer to (a) provide any such report to City, State Licensing Authority, or the State Taxing Authority within the time required by that entity, or (b) pay the Public Benefit Amount or amount due to a State Licensing Authority or State Taxing Authority when the same are due and payable, shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Subsequent tenants or assignees shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code and the State Retail Cannabis Regulations. All records required by this Article 4 shall be maintained and made available for City’s examination and duplication (physical or electronic) at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee. Upon request, Developer shall make all records relating to this Article 4 available to City within three (3) calendar days.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due as required by this Agreement, including the Public Benefit Amount, City may impose a “Non-Performance Penalty.” A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a “Notice of Non-Performance Penalty,” attached hereto as **Exhibit C.** Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-Performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.7. Exempt from City Tax. For the Term of this Agreement, Developer shall be exempt from any City tax on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Fresno, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event that the City applies a new tax on commercial cannabis businesses, the City shall refund or credit the amount owed as Public Benefit by an equal amount up to the amount of Public Benefit owed to the Developer and any assuming owner proportional to the percentage ownership share of the gross land area of the Site.

Section 4.8. Employing City Residents. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to construct, if necessary, and operate the business(es) within the Project. As part of such efforts, Developer agrees to include in any lease, license or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ local City residents for its business.

Section 4.9. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer understands and agrees that any failure to comply with this Section 4.9 shall constitute a material breach of this Agreement.

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods, for the general welfare of the residents of Mendota, and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6
INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, “Developer” for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) **General Liability Insurance.** Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) **Automotive Liability Insurance.** Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) **Workers’ Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, workers’ compensation insurance for all of Developer’s employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers’ compensation insurance for such contractor’s or subcontractor’s employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers’ compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any

damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City. Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(c) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(d) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals.

Upon receiving notice of a claim, action, or proceeding, Developer shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. The City's remedies are limited to that portion of the Project that is in breach of this Section 6.3.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action,

or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

ARTICLE 7 MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than thirty (30) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such thirty (30) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the thirty (30) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within thirty (30) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to

terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 or the comparable provisions of the Mendota Municipal Code within thirty (30) calendar days from the expiration of the thirty (30) day notice period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in thirty (30) calendar days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer is in default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

(g) In the event that a person or entity other than the Developer is in default, the Developer shall use commercially reasonable efforts to bring the person or entity in default into compliance. The City shall provide the Developer with notice and opportunity to cure as provided for in paragraph (a) through (e) above, except that the time periods in paragraphs (a), (b), (c) and (e) shall be ninety (90) days.

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such periodic review. Developer shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City

Manager, or City Council, as applicable.

Section 8.3. Estoppel Certificates. City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer' lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(a) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 8.1(c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 9 TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as **Exhibit D**, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer' Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager, such consent shall not be unreasonably withheld or conditioned. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement as it applies to the assumed property. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as **Exhibit E**. Nothing in this Section 10.1 applies to the Developer's capitalization or ownership provisions.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Site, and is binding upon Developer.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with

original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Mendota
643 Quince Street
Mendota, CA 93640
Attention: City Manager

And to: Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Attention: John P. Kinsey, Esq.

If to Developer: Cana-Hub
2443 Fillmore Street #380-3336
San Francisco, CA 94115
Attn: Mr. Jonathan Charak

And to: Abbott & Kindermann, Inc.
2100 21st Street
Sacramento, CA 95818
Attention: Mr. William Abbott, Esq.

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Fresno, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings of the Judicial Arbitration and

Mediation Services. Judgment on the award may be entered in any court having jurisdiction thereof.

Section 10.5. Invalidity of Agreement/Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will

undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or any applicable regulations issued pursuant to the California Cannabis Laws, as may be amended from time to time.

Section 10.11. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Fresno.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

(e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) **Number and Gender.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, and the word “person” includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) **Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(h) **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

(i) **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) **Time is of the Essence.** Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) **Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(n) **Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(o) **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(p) **Calculation of Time Periods.** All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

(q) **Confidentiality.** Both Parties agree to maintain the confidentiality of the other Party's "Confidential Information" under this Agreement and shall not disclose such information to third parties. "Confidential Information" shall include, but not be limited to, business plans, trade secrets, and industry knowledge. Confidential Information shall not apply to information that: (i) is in the public domain at the time of disclosures or (ii) is required to be disclosed pursuant to a court order, governmental authority, or existing state law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

“Developer”

Date: _____, 2018

Date: _____, 2018

CITY OF MENDOTA, CA
a California Municipal Corporation

MARIE STREET DEVELOPMENT, LLC, a

California Limited Liability

By: Vince DiMaggio
Its: City Manager

Company_____

Attest:

City Clerk

By:
Its:

Approved to as Form:

John P. Kinsey
City Attorney

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

(Seal)

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

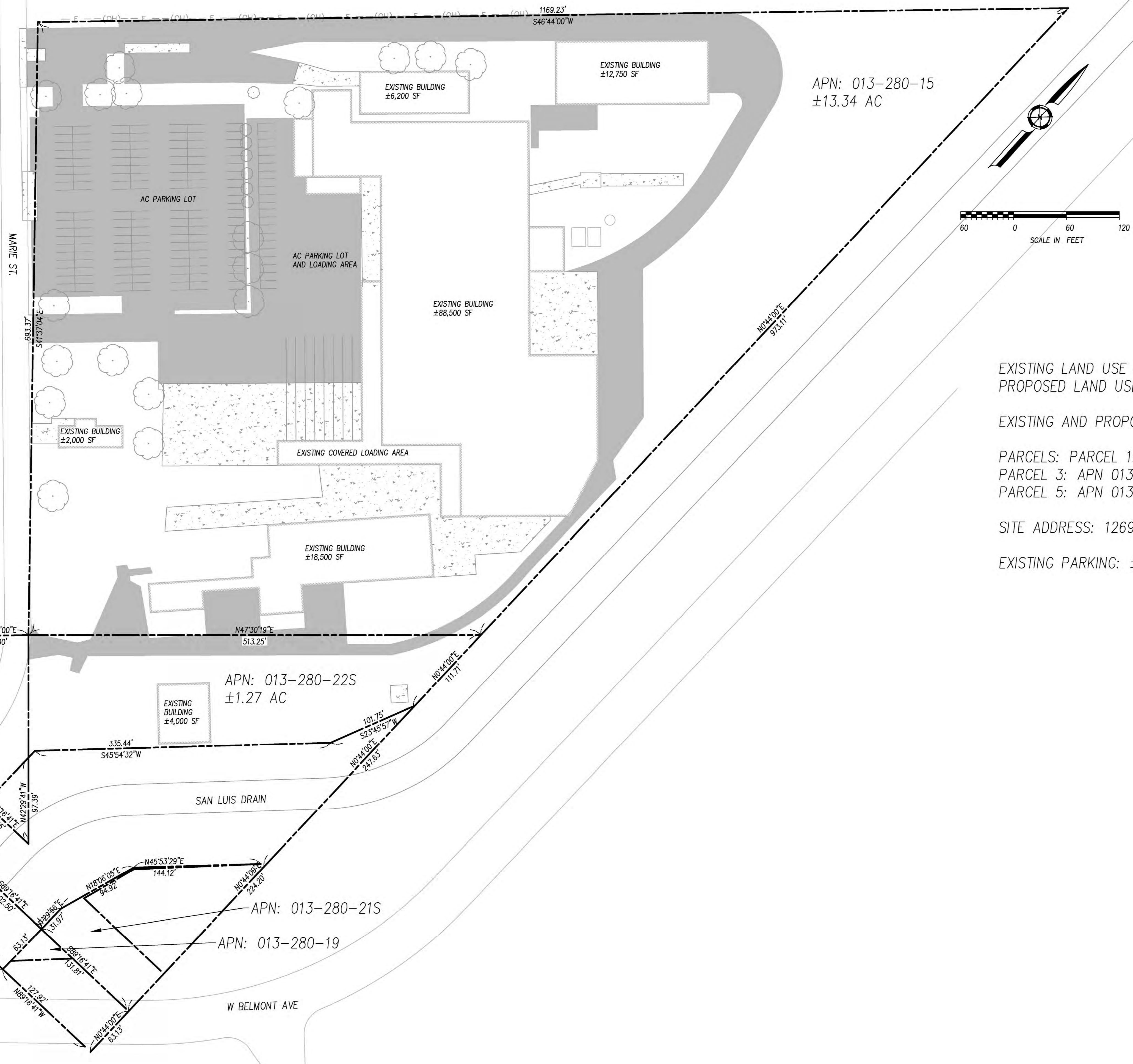
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

(Seal)

EXHIBIT A



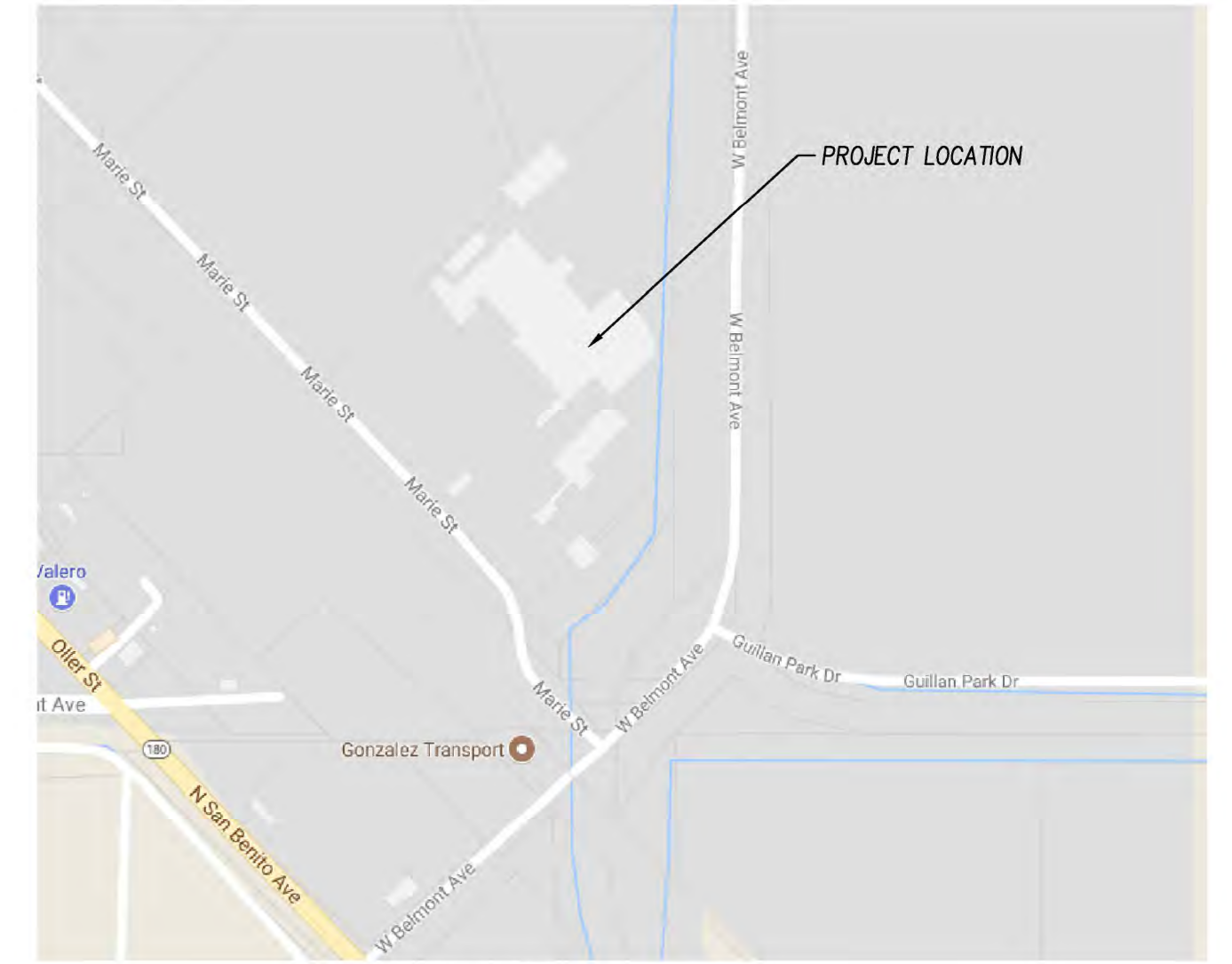
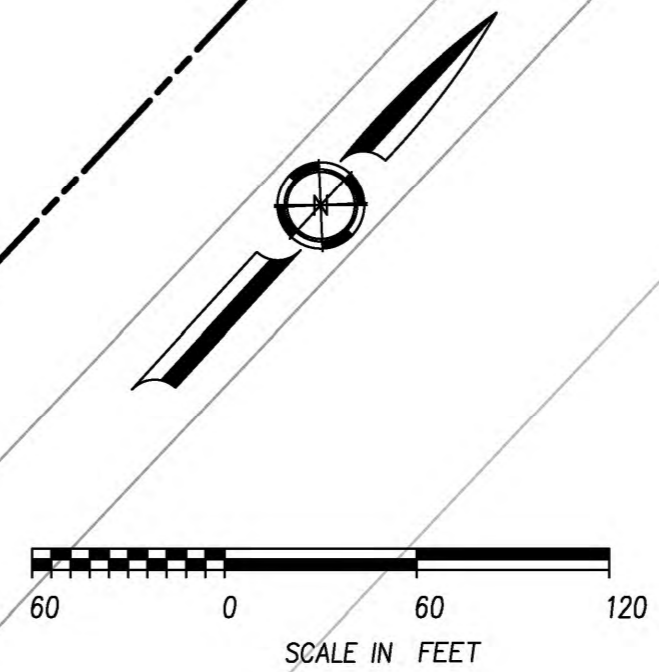
APN: 013-162-14S

APN: 013-280-15
±13.34 AC

APN: 013-280-22S
±1.27 AC

APN: 013-280-21S

APN: 013-280-19



VICINITY MAP

EXISTING LAND USE DESIGNATION: PUBLIC QUASI PUBLIC
PROPOSED LAND USE DESIGNATION: LIGHT INDUSTRIAL

EXISTING AND PROPOSED ZONING DISTRICT: M-1 LIGHT MANUFACTURING

PARCELS: PARCEL 1: APN 013-280-15, PARCEL 2: APN 013-162-14S
PARCEL 3: APN 013-280-22S, PARCEL 4: APN 013-280-19
PARCEL 5: APN 013-280-21S

SITE ADDRESS: 1269 MARIE ST. MENDOTA, CA

EXISTING PARKING: ±144 SPACES

CUP SITE PLAN

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENDOTA, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 31, WHICH BEARS NORTH 0°44' EAST, A DISTANCE OF 646.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION, NORTH 0°44' EAST, A DISTANCE OF 973.11 FEET; THENCE SOUTH 46°44' WEST, A DISTANCE OF 1249.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE SOUTH 43°16' EAST, A DISTANCE OF 700 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE NORTH 46°44' EAST, A DISTANCE OF 573.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERLY 80 FEET THEREOF AS GRANTED TO THE CITY OF MENDOTA IN DEED RECORDED MAY 3, 1973 IN BOOK 6159, AT PAGE 983, INSTRUMENT NO. 41480, FRESNO COUNTY RECORDS.

APN: 013-280-15

PARCEL 2:

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 31, WITH THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE NORTH 43° 16' WEST, 49.42 FEET; THENCE NORTH 49° 26- 1/2' WEST, 446.10 FEET; THENCE SOUTH 46° 44' WEST 202 FEET; THENCE SOUTH 43° 16' EAST, 258.78 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 57' EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS HERETOFORE RESERVED OF RECORD.

APN: 013-162-14S

PARCEL 3:

A TRACT OF LAND IN SECTION 31, TOWNSHIP 13 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY BOUNDARY OF SAID SECTION 31, DISTANT THEREALONG NORTH 01° 30' 19" EAST 534.96 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE LEAVING SAID EASTERLY BOUNDARY SOUTH 23° 45' 57" WEST 101.78 FEET; THENCE SOUTH 45° 54' 32" WEST 335.44 FEET; THENCE SOUTH 00° 05' 34" WEST 10.60 FEET TO A POINT IN THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN 2.53 ACRE TRACT OF LAND DESCRIBED AS TRACT THREE OF PARCEL F-26, F-27 AND F-28 IN THAT CERTAIN DECLARATION OF TAKING RECORDED ON OCTOBER 17, 1968, IN

**EXHIBIT A
(Continued)**

BOOK 5626 PAGE 838 OF OFFICIAL RECORDS; THENCE ALONG SAID BOUNDARY NORTH 42° 29' 41" WEST 138.48 FEET; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY ALONG THE NORTHWESTERLY BOUNDARY OF SAID 2.53 ACRE TRACT DESCRIBED IN SAID DECLARATION OF TAKING, NORTH 47° 30' 19" EAST 513.25 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID SECTION 31; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY ALONG THE EASTERLY BOUNDARY OF SAID SECTION 31, ALSO BEING THE EASTERLY BOUNDARY OF SAID 2.53 ACRE TRACT DESCRIBED IN SAID DECLARATION OF TAKING SOUTH 01° 30' 19" WEST 111.71 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AND THE RIGHT TO REMOVE THE SAME PROVIDED THAT ALL DIGGING, DRILLING OR OTHER EXTRACTIVE OPERATIONS ARE CONDUCTED IN SUCH MANNER AS NOT TO INTERFERE WITH THE USE OF THE LAND BY, OR ANY OF THE FACILITIES OF THE UNITED STATES AS MAY BE CONCLUSIVELY DETERMINED BY IT ACTING THROUGH THE SECRETARY OF THE INTERIOR OR HIS DULY AUTHORIZED REPRESENTATIVE.

APN: 013-280-22S

PARCEL 4:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BOUNDED ON THE EAST BY THE EAST LINE OF SECTION 31, ON THE SOUTH BY THE SOUTH LINE OF SECTION 31 AND ON THE WEST BY A LINE PARALLEL TO AND LYING 150 FEET AT RIGHT ANGLES TO THE CENTER LINE OF THE MAIN TRACK OF THE SOUTHERN PACIFIC RAILROAD, ON THE NORTH BY THE SOUTH LINE OF 11.69 ACRE TRACT OF LAND CONVEYED BY MILLER AND LUX, INCORPORATED TO C.G. IRISH ON DECEMBER 14, 1907, AND BY THE SOUTH LINE OF A 9.27 ACRE TRACT OF LAND CONVEYED BY MILLER AND LUX, INCORPORATED TO C.F. JARVIS ON FEBRUARY 16, 1927.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DECLARATION OF TAKING RECORDED OCTOBER 17, 1968, IN BOOK 5626, PAGE 838, OF OFFICIAL RECORDS, AS DOCUMENT NO. 74385;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED IN THE DEED RECORDED NOVEMBER 1, 1978, IN BOOK 7150, PAGE 593, OFFICIAL RECORDS, AS DOCUMENT NO. 121621;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID LAND AS GRANTED TO PAUL MATHESON, ET UX, BY DEED RECORDED JUNE 6, 1969, IN BOOK 5693, PAGE 721 OF OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-FOURTH INTEREST IN AND TO ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND MINERALS IN OR UNDER SAID LAND, TOGETHER WITH THE RIGHT, PRIVILEGE, AND EASEMENT TO ENTER INTO AND UPON SAID PROPERTY OR ANY PART THEREOF, IN SUCH MANNER AND WITH SUCH MACHINERY, ENGINES, TOOLS, RIGS, MATERIALS, AND SUPPLIES AS MAY BE PROPERTY, NECESSARY AND USUAL AND THEREIN OR THEREON TO EXPLORE, DIG, MINE AND DRILL FOR THE SAID RESERVED SUBSTANCES, AND TO ERECT BUILDINGS, BARRACKS, TANKS AND OTHER STRUCTURES, USUAL, PROPER OR NECESSARY TO EXTRACT, SEVER AND REMOVE ALL OR ANY OF THE RESERVED PORTION OF SAID SUBSTANCES FROM SAID LAND, AS RESERVED IN THE DEED RECORDED DECEMBER 8, 1973, AS DOCUMENT NO. 111142, IN BOOK 6249 PAGE 144 OF OFFICIAL RECORDS.

APN: 013-280-19

**EXHIBIT A
(Continued)****PARCEL 5:**

COMMENCING AT THE MOST SOUTHEAST CORNER OF THE LAND CONVEYED BY LILLIE B. SMITH TO MENDOTA INDUSTRIAL FOUNDATION BY DEED RECORDED SEPTEMBER 8, 1964 AS DOCUMENT NO. 69231, ALSO DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH BEARS NORTH 0° 44' EAST 63.13 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 31 NORTH 0° 44' EAST 583.49 FEET; THENCE SOUTH 46° 44' WEST, 513.25 FEET TO A POINT ON A LINE PARALLEL WITH AND 60 FEET NORTHEASTERLY FROM THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILWAY; THENCE SOUTH 43° 16' EAST AND PARALLEL TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILWAY 236.00 FEET; THENCE SOUTH 89° 57' WEST, 82.33 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILWAY; THENCE SOUTH 43° 16' EAST, ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE 82.33 FEET; THENCE NORTH 89° 57' EAST, PARALLEL WITH THE SOUTH LINE OF SECTION 31, 230.42 FEET, A LITTLE MORE OR LESS, TO THE POINT OF BEGINNING. SAID LAST COURSE LIES ON THE MOST SOUTHERLY BOUNDARY OF THE DEED DESCRIBED ABOVE. EXCEPTING THAT PORTION DESCRIBED IN THE DECLARATION OF TAKING RECORDED OCTOBER 17, 1968 IN BOOK 5626 PAGE 838, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 89° 57' WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, 127.92 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 0° 42' 37" EAST, 13.13 FEET; NORTH 45° 20' 03" EAST, 71.18 FEET; THENCE NORTH 89° 57' EAST, PARALLEL WITH THE SAID SOUTH LINE OF SECTION 31, 77.92 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE NORTH 0° 43' EAST, ALONG SAID EAST LINE 60.00 FEET; THENCE LEAVING SAID EAST LINE AS FOLLOWS: SOUTH 89° 57' WEST, 119.56 FEET; NORTH 17° 18' 46" EAST, 65.55 FEET; AND NORTH 45° 06' 40" EAST, 144.12 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 31 WHICH BEARS NORTH 0° 43' EAST, 287.33 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE LEAVING SAID SECTION 31 AND ENTERING SAID SECTION 32, NORTH 45° 06' 40" EAST, 193.11 FEET; THENCE NORTH 0° 42' 42" EAST, 1347.12 FEET; THENCE EAST, 442.86 FEET; THENCE SOUTH 1772.95 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 32 WHICH BEARS SOUTH 89° 46' 35" EAST, 600.00 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89° 46' 35" WEST, ALONG SAID SOUTH LINE, 600.00 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING AN UNDIVIDED ONE-HALF OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID LAND AS GRANTED TO PAUL MATHESON, ET UX, BY DEED RECORDED JUNE 6, 1969 IN BOOK 5693 PAGE 721, OFFICIAL RECORDS.

ALSO EXCEPTING AN UNDIVIDED ONE-FOURTH INTEREST IN AND TO ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND MINERALS IN OR UNDER SAID LAND, TOGETHER WITH THE RIGHT, PRIVILEGE AND EASEMENT TO ENTER INTO AND UPON SAID PROPERTY OR ANY PART THEREOF, IN SUCH MANNER AND WITH SUCH MACHINERY, ENGINES, TOOLS, RIGS, MATERIALS AND SUPPLIES AS MAY BE PROPER, NECESSARY AND USUAL AND THEREIN OR THEREON TO EXPLORE, DIG, MINE, AND DRILL FOR THE SAID RESERVED SUBSTANCES, AND TO ERECT BUILDINGS, BARRACKS, TANKS AND OTHER STRUCTURES, USUAL, PROPER OR NECESSARY TO EXTRACT, SEVER AND REMOVE ALL OR ANY OF THE RESERVED PORTION OF SAID SUBSTANCES FROM SAID LAND.

APN: 013-280-21S

APN: **013-280-15, 19, 21s, 22;**, **013-162-14s**

Exhibit C

Notice of Non-Performance Penalty

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota (“City”) and Marie Street Development, LLC (“Developer”) for the development of property located at 1269 Marie Street, Mendota, California 93640 (“Agreement”), if Developer fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty (“Notice”) to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer that Developer has failed to make payment(s) required by the Agreement. The past due amount is _____. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of _____ (“Penalty Amount”) is hereby imposed. Please remit payment of the Penalty Amount by _____.

City Manager
City of Mendota

Date

Exhibit D

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Mendota
643 Quince St, Mendota, CA 93640
Attention: Vince DiMaggio

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota ("City") and Marie Street Development, LLC ("Developer") for the development of property located at 1269 Marie Street, Mendota, California 93640 ("Agreement"), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

In accordance with Article 9, Section 9.1 of the Agreement, City shall record this Notice of Termination.

Title:
Entity:

Date

Exhibit E

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, _____, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California (“City”), **MARIE STREET DEVELOPMENT, LLC**, a California limited liability company (“Assignor”), and _____, a _____ (“Assignee”). City, Assignor, or Assignee may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. City and Assignor entered into a development agreement, dated _____, for the development of property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-15 (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;

B. Pursuant to Article 10, Section 10.1 of the Development Agreement, Assignor may transfer all or part of its rights, title, and/or interests in all or a portion of Site, or Project, as those terms are defined in the Development Agreement, to any person, firm, corporation, or entity during the Term of the Development Agreement only with the advance written consent of the City Manager, who shall not unreasonably withhold or condition such consent;

C. Assignor desires to transfer to Assignee some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

D. Assignee desires to assume some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

E. The City Manager has agreed to permit Assignor’s transfer of some or all of Assignor’s rights and obligations under the Development Agreement to Assignee, and to Assignee’s assumption of same, subject to the terms and conditions specified in this Agreement;

F. The Parties intend through this Agreement to allow Assignor to transfer, and Assignee to assume, some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement.

G. The City Council has conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

Section 1. Assignment. Assignor hereby assigns to Assignee (all/some) of Assignor's rights and obligations under the Development Agreement. If Assignor is transferring only some of Assignor's rights and obligations under the Development Agreement, then the specific rights and obligations subject to transfer shall be specified in Exhibit "1," attached hereto and incorporated herein by this reference.

Section 2. Assumption. Assignee hereby accepts and assumes the foregoing transfer or assignment of (all/some) of Assignor's rights and obligations under the Development Agreement.

Section 3. Consent. In accordance with Article 10, Section 10.1 of the Development Agreement, the City Manager hereby consents to Assignor's transfer of, and Assignee's assumption of, Assignor's rights and obligations under the Development Agreement, as specified herein, subject to any reasonable terms and conditions the City Manager may require, as set forth in Exhibit "2," attached hereto and incorporated herein.

Section 4. Conditions of Assignment. The Parties hereby agree to abide by the terms or conditions of assignment, if any, set forth in Exhibit 2, and acknowledge that City's consent would not have been provided but for the Parties' agreement to abide by the terms or conditions of assignment.

Section 4. Effective Date. The assignment and assumption of rights and obligations as specified herein shall be effective on _____.

Section 5. Terms of the Development Agreement. The terms of the Development Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Development Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Inconsistency. In the event of any conflict or inconsistency between the terms of the Development Agreement and the terms of this Agreement, the terms of the Development Agreement shall govern.

Section 7. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Parties hereto, such further instruments of transfer and assignment and to take such other action as such the other Parties may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

“City”

Date: _____, 2018

CITY OF MENDOTA, CA
a California Municipal Corporation

By: Vince DiMaggio
Its: City Manager

Attest:

City Clerk

Approved to as Form:

John P. Kinsev

“Assignor”

Date: _____, 2018

MARIE STREET DEVELOPMENT, LLC, a
California Limited Liability Company

By:
Its:

“Assignee”

Date: _____, 2018

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

Address	Type of Case	1st Notice	Deadline	Disposition	Fine Amount
HERNANDEZ/GARCIA ST	72 HR TOW	2/28/2018	N/A	TOW	\$0.00
HERNANDEZ/GARCIA ST	CITED EXPIRED REG	2/28/2018	N/A	CITED	\$50.00
641 GARCIA	72 HR NOTICE	2/28/2018	3/1/2018	VEHICLE TAG	\$0.00
1940 6TH ST	HOUSE CHECK/TRESSPASSING	2/28/2018	N/A	ARREST by PD	\$0.00
GREGG CRT S/SORENSEN AVE	VEHICLE TOW/STOLEN	2/28/2018	N/A	TOW	\$0.00
500 BLK OF LOLITA	72 HR NOTICE	2/23/2018	2/26/2018	CLEARED	\$0.00
I ST/DIVISADERO	72 HR TAG/CITED EXPIRED REG	2/23/2018	2/26/2018	CITED	\$50.00
6TH/RIOFRIO ST	COMMUNITY CONTACT/HOMELESS	2/22/2018	N/A	CLEARED	\$0.00
6TH/RIOFRIO ST	COMMUNITY CONTACT/HOMELESS	2/21/2018	N/A	CLEARED	\$0.00
4TH/4TH CRT	72 HR NOTICE	2/16/2018	2/19/2018	CLEARED	\$0.00
HERNANDEZ/LOZANO ST	72 HR TOW	2/15/2018	N/A	TOW	\$0.00
748 UNIDA	72 HR NOTICE	2/15/2018	N/A	CLEARED	\$0.00
796 UNIDA	COMMUNITY CONTACT/ PERMITS	2/9/2018	N/A	CLEARED	\$0.00
615 GAXIOLA ST	72 HR NOTICE	2/9/2018	2/12/2018	CLEARED	\$0.00
615 GAXIOLA ST	72 HR NOTICE	2/9/2018	2/12/2018	CLEARED	\$0.00
615 GAXIOLA ST	72 HR NOTICE	2/8/2018	2/12/2018	CLEARED	\$0.00
485 LOLITA	SUBSTANDARD LIVING/NO WATER	2/8/2018	N/A	IN PROGRESS	\$0.00
1240 7TH ST	ILLEGAL DUMPING	2/8/2018	N/A	IN PROGRESS	\$0.00
BOU CRCL/I ST	72 HR NOTICE	2/8/2018	2/11/2018	CLEARED	\$0.00
BARBOZA ST/GARCIA ST	72 HR NOTICE	2/8/2018	2/11/2018	CLEARED	\$0.00
BARBOZA ST/GARCIA ST	72 HR NOTICE	2/8/2018	2/11/2018	CLEARED	\$0.00
HERNANDEZ ST/LOZANO	72 HR NOTICE	2/7/2018	2/11/2018	CLEARED	\$0.00
DOLLAR GENERAL	SHOPPING CARTS	2/7/2018	2/14/2018	IN PROGRESS	\$0.00
MENDOTA VALLEY FOOD	SHOPPING CARTS	2/7/2018	2/14/2018	IN PROGRESS	\$0.00
				TOTAL	\$100.00



POLICE

M E N D O T A

MEMORANDUM

Date: March 1, 2018
To: Vince DiMaggio, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for February 2018

Significant Cases:

Vehicle stop by Oller/10th discovered the strong odor of fresh marijuana inside the vehicle passenger compartment. The driver consented to a search and a large amount of marijuana was located along with over \$4,000 in cash and a loaded semi automatic handgun. The driver was found to be a convicted felon from out of state. He was arrested and transported to Jail.

Disturbance at a residence on Lozano Street discovered the suspect hit the victim. He was arrested and transported to Jail.

A vandalism and theft occurred from a vehicle on 9th Street. The victim discovered an unknown suspect stole parts off his truck and scratched the paint.

Some students at MUHS received social media messages regarding a threat to injury people. School staff was advised and interpreted the threats as directed towards the high school. Officers responded and investigated the threat and identified the person who sent it to Mendota students. The person was discovered to be a student of another district. The local police department was contacted and officers located the subject and found he only forwarded the message. The police agency has been investigating threat messages within their district for approx a week prior to our contact. The threat to MUHS was unfounded.

Excellent communication and investigation work by Officers and MUSD/MHS staff.

Non-injury hit and run traffic collision on De La Cerda Street. The victim discovered an unknown suspect hit her vehicle while it was parked and then fled the scene.

A citizen was in a local park and witnessed a suspect expose himself to citizens. Officers responded and contacted the suspect. The victim pressed charges and the suspect was arrested and transported to Jail.

Vehicle stop by 2nd/K Street discovered the driver was intoxicated. She was arrested for DUI and transported to Jail.

Subject check in the parking lot of City Hall discovered he was wanted on outstanding warrants. He was arrested and transported to Jail.

An unknown suspect stole a vehicle from Tule Street.

Sheriff's Deputies located a suspicious vehicle at Jack's resort that was discovered to have been stolen from the City of Mendota. Officers handled the stolen report and Deputies handled the recovery.

The victim witnessed children throw rocks at her solar panels and damage one of them. She positively identified the children.

Vehicle stop on Perez/Lozano discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober adult.

An unknown suspect vandalized two vehicles on I Street while they were parked over night.

Report of a DUI driver on 7th Street. Officers located the vehicle parked at Oller/7th and contacted the occupant. He was identified by a witness as the driver and found to be intoxicated. He was arrested for DUI, cited and released to a sober adult.

Disturbance by a residence on Oller Street. Officers contacted two involved subjects and discovered they were arguing with a tenant from another residence. Both were FI'ed for information.

Vehicle stop by Oller/8th Street discovered the driver was intoxicated and a relative of a local gang associate. He was arrested for DUI, cited and released to a sober adult.

Non-injury traffic collision by Oller/9th Street. Both parties remained on scene.

At an apartment complex on I Street, an unknown suspect damaged a pay laundry machine in a possible attempt to remove the coin holder.

Suspicious subject by L Street/4th. Officers located the subject and found him to be under the influence of narcotics. As officers were attempting to detain him he fled on foot. Officers searched and located him in the back yard of a residence and took him into custody. He was also found to be a parolee and his parole status was violated. He was transported to Jail.

Vehicle stop at Belmont/Pachue for failing to stop for a school bus's flashing red lights on Oller. The driver was found to be on probation for vehicle code violations and unlicensed. Officers also noticed a strong odor of marijuana emitting from the vehicle. Both subjects were Cited and released.

A 3 year old child was found walking on the campus of a local school. Officers discovered he walked away from home a few blocks away. His father was contacted and the child was returned.

Non-injury hit and run in the parking lot of a local mini-mart on Oller. The victim discovered his vehicle was damaged and the unknown responsible party fled the scene.

Threats were made towards a teacher by a student at a local school. The student causing was contacted during the investigation.

A known suspect confronted the victim at a local business on 7th Street and held him at knifepoint. No injuries. The suspect fled prior to officers arriving. Allied agencies were notified and Sheriff's Deputies captured the suspect during a vehicle stop. He was turned over to Officers and eventually transported to Jail.

A known suspect vandalized a residence on J Street. He was contacted by officers and arrested. He was transported to Jail.

A wanted subject was contacted at his residence on Holmes Avenue. He was arrested on outstanding warrants and transported to Jail.

Disturbance at a residence on Silva Street discovered a known suspect hit the victim. Officers located the suspect and arrested him. He was transported to Jail.

While in a local park, a citizen located personal identification belonging to another. The property was turned over to officers who returned it to the victim.

Attempted bicycle theft by 2nd/J Street. The victim gave officers a description. A search of the area located the suspect who was found to have drug paraphernalia in his possession. He was arrested, cited and released.

The victim reported an unknown suspect entered her vehicle while it was parked by 2nd/I Street and stole personal documents and damaged property while in side.

Burglary to a local business on Oller. Unknown suspects broke the front window to gain entry, entered and left with property. This crime is related to other theft crimes during the evening in other small west side cities.

Non-injury traffic collision on Kate Street. Both parties remained on scene.

Disturbance at a residence on 2nd Street discovered it was verbal only and the subject causing was wanted on outstanding warrants. He was arrested and transported to Jail.

Subject check at Lolita/9th Street discovered he was in violation of his probation. His probation officer was advised.

Disturbance at a residence on Rowe discovered the victim was hit in the face by the suspect. The suspect was located and arrested. He was transported to Jail.

An unknown suspect entered the victim's vehicle while it was parked on Ash Avenue and removed property.

Officers were contacted at the Police Department by a citizen reporting unlawful use of her credit card.

The owner of a large dog was bit by his own dog while on Lolita Street. The owner received a sever foot injury. The dog fled and was not located. Public Works responded.

Vehicle check on property along Derrick Avenue discovered the subject in the driver's seat was intoxicated and the vehicle exhibited damage consistent with impacting barrier poles on the property. He was arrested for DUI, cited and released.

Injury traffic collision, vehicle vs. pedestrian at Oller/3rd Avenue. The pedestrian was transported to CRMC for evaluation. Driver remained on scene.

While investigating a dog bite incident on Belmont Ave. officers discovered the owner of the dog was wanted on an outstanding warrant. She was arrested, cited and released.

Subject check by Lolita/5th located methamphetamine and use paraphernalia in his possession. He was arrested, cited and released.

Subject check in the parking lot of a local school located an outstanding warrant for his arrest. He was arrested, cited and released.

Bicycle stop by Oller/9th located outstanding warrants for his arrest and methamphetamine in his possession. He was arrested, cited and released.

Vehicle stop by Oller/9th discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober adult.

Vehicle stop by 9th/Puchue discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober adult.

A citizen contacted officers at the Police Department to report an identity theft by an unknown suspect who opened a credit card in his name.

An unknown suspect damaged the victim's mail box in front of her residence on Kate Street.

An unknown suspect damaged the rear fence along the alley of the victim's property on Oller Street.

Non-injury traffic collision at Smoot/Sorensen. Both parties remained on scene.

Non-injury traffic collision at McCabe/Sorensen. Both parties remained on scene.

The victim of a prior assault reported the incident to officers. The known suspect is acquainted with the victim's husband and hit her because she did not want drugs used in her home.

A suspect wanted on charges of threatening a victim was located and arrested. He was transported to Jail.

An Unknown suspect vandalized the side door to the victim's garage on Blanco Street.

An unknown suspect stole the license plates off the victim's car while it was parked by his residence.

An unknown suspect vandalized the victim's car windows while it was parked on Marie Street.

Subject check at Marie/9th discovered he was in possession of an open container of alcohol and a meth pipe. He was arrested, cited and released.

Disturbance at a residence on Straw Street discovered the victim was injured by the suspect. The suspect was arrested and transported to Jail.

Subject check by a residence on Quince discovered she was wanted on outstanding warrants. She was arrested and transported to Jail.

Subject check by Divisadero/Juanita discovered he was intoxicated. No family member wanted to take custody of him so he was transported to Jail.

Non-injury traffic collision on Holmes, vehicle vs. chain link fence. The driver causing then fled the scene. Officers located him and discovered he was intoxicated. He was arrested for DUI and fleeing the scene of a traffic accident, cited and released.

Vehicle stop at Belmont/Oller discovered the driver was intoxicated. He was arrested for DUI, cited and released.

The victim contacted officers and reported his vehicle was stolen by an unknown suspect.

A citizen contacted officers and reported an unknown suspect stole his wallet from inside his unlocked vehicle.

Disturbance at a residence on Garcia discovered the known suspect injured the victim. The suspect was not present when officers were on scene.

Hit and run traffic collision on Sorensen. The suspect fled the scene but was later contacted by officers. He was found to be under the influence of methamphetamine and was an unlicensed driver. He was arrested, treated at CRMC and then transported to JJC.

Offices assisted Cal Fire Arson Investigators at the scene of an apartment complex fire on 8th Street.

While at the fire scene officers located a person of interest in the Arson Investigation and recognize him as a wanted felony suspect in another investigation. The suspect attempted to hit an officer as he was attempting to arrest him. The suspect was arrested and eventually transported to Jail. Cal Fire Arson Investigator was notified.

Strategic Planning:

- Coordinated with Police Academy Cadets to promote Coffee with a Cop and Councilmember event in Mendota
- Donated unused report forms and documents to Police Academy
- Explorer Post presented a donated bicycle to a Mendota youth
- Hosted Coffee with a Cop and Councilmember
- Attended Law Enforcement roundtable with Congressman Valadao
- Four personnel attended Tactical Response to School and Community Violence school

Personnel Information:

- The following Police Department positions remain vacant and frozen:
 - Two Police Officer
 - One Code Enforcement Officer
 - One Administrative Assistant
- One Police Sergeant remains on light duty while recovering from an OJI
- A candidate for volunteer Reserve Police Officer is in the selection process