



CITY OF MENDOTA

"Cantaloupe Center Of The World"

AGENDA

MENDOTA CITY COUNCIL

Regular City Council Meeting

City Council Chambers

643 Quince Street

Mendota, California 93640

September 3, 2024

6:00 PM

VICTOR MARTINEZ

Mayor

LIBERTAD "LIBERTY" LOPEZ

Mayor Pro Tempore

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

CRISTIAN GONZALEZ

City Manager

JOHN KINSEY

City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 1st and 3rd Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that the City 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, 8am-5pm.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8am y las 5pm de lunes a viernes. La notificación de al menos 24 horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATIONS

1. Chief of Police Smith to introduce Police Sergeant Greg Houser.
2. City Council to honor and recognize Jesus "Big D" Martinez.

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of August 20, 2024.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. AUGUST 9, 2024 THROUGH AUGUST 27, 2024
 - a. WARRANT LIST CHECK NOS. 55217 THROUGH 55317
 - b. TOTAL FOR COUNCIL APPROVAL = \$922,942.35
2. Proposed ratification of a letter of support for Assembly Bill 2661.
3. Proposed adoption of **Resolution No. 24-50**, approving a license agreement with Ramon Gonzalez for racetrack operations at the former site of the William Robert Johnston Municipal Airport.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update
2. City Attorney
3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

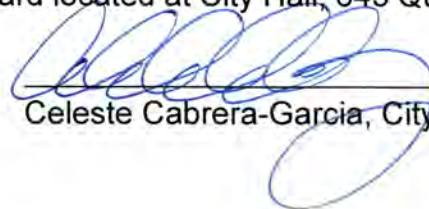
1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Westlands Water District
Under Negotiation: Price and Terms of Payment

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (two potential cases).

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of Tuesday, September 3, 2024, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, August 30, 2024, by 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

August 20, 2024

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

Roll Call

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

Council Members Absent: None

Flag salute led by Council Member Rosales

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

City Manager Gonzalez stated that an updated contract has been distributed to the City Council in relation to Consent Calendar Item 4 and to be included with Resolution No. 24-45.

A motion was made by Council Member Riofrio to adopt the modified agenda as requested by staff, seconded by Council Member Rosales; unanimously approved (5 ayes).

PRESENTATIONS

1. City Council to recognize the Joaquin Murrieta Tradición y Cultura committee for their efforts in organizing the Annual Horse Ride.

The Joaquin Murrieta Tradición y Cultura committee (“Committee”) was recognized by the City Council for their efforts in organizing the Annual Horse Ride.

The Committee thanked the City Council for the recognition and shared information on the annual horse ride.

The City Council thanked the Committee for their work.

2. Chief of Police Smith to introduce the Homeless Engagement And Response Team (HEART).

Chief of Police Smith introduced the Homeless Engagement And Response Team (“HEART”); shared information on their work; thanked the Mendota Public Works Department for their work with HEART; and thanked Officer Yaghoubi for his work with HEART.

Discussion was held on the information shared by Chief Smith; HEART’s work with unhoused community members in the City; unhoused community members who do not want to receive assistance from HEART; and a recent fire at an encampment in the City.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Omar Hernandez introduced himself and shared information on his candidacy for the West Hills Community College District Governing, Trustee Area No. 6.

Discussion was held on the information shared by Mr. Hernandez.

Karina Beltran inquired into whether the City will be able to lease City-owned property to La Granja de Favian (“La Granja”).

Discussion was held on the inquiry made by Karina Beltran and possibly discussing leasing City-owned property to La Granja during closed session at a future City Council meeting.

Ofelia Ochoa commented in favor of the City Council discussing leasing City-owned property to La Granja during closed session at a future City Council meeting; the desire to get started with La Granja and commented on various agencies who are willing to offer their support to La Granja, including the Mendota Unified School District (“MUSD”).

Discussion was held on the comments shared by Ms. Ochoa and possibly asking MUSD for assistance in acquiring a location for La Granja.

Richard Rodriguez commented on unlicensed security companies conducting business in the City and requirements that security companies need to meet in order to legally operate.

Discussion was held on the comments made by Mr. Rodriguez; the need to ensure that all security companies in the City are operating legally; City staff ensuring that security

companies meet all requirements when working events taking place at City-owned facilities, and unlicensed security companies being contracted by private parties to work at various halls in the City.

Kevin Romero provided an update on local high school sports.

Discussion was held on the update provided by Mr. Romero.

Ignacio Larios commented on various ice cream vendors conducting business in the City without a business license; and the affects these unlicensed ice cream vendors have had on his own ice cream business.

Discussion was held on the comments shared by Mr. Larios; Mr. Larios possibly meeting with City Manager Gonzalez and Chief Smith to help address the issue; the effect that unlicensed ice cream vendors have on other businesses; whether the City would be able to confiscate ice cream carts from individuals operating without a business license; and bringing this issue to a future City Council meeting to see what can be done to address it, including possibly revisiting Ordinance No. 23-03.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 25, 2024 and special City Council meeting of August 8, 2024
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 Mayor Pro Tem Lopez to approve items 1 and 2, seconded by Council Member Alonso; unanimously approved (5 ayes).

CONSENT CALENDAR

1. JULY 17, 2024 THROUGH AUGUST 9, 2024
 - a. WARRANT LIST CHECK NOS. 55120 THROUGH 55216
 - b. TOTAL FOR COUNCIL APPROVAL = \$1,011,073.35
2. Proposed ratification of a letter of support for the Fresno Council of Governments' Fiscal Year 2024 Safe Streets and Roads for all Planning Grant Application.
3. Proposed adoption of **Resolution No. 24-44**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Consulting Group for ongoing website management services.
4. Proposed adoption of **Resolution No. 24-45**, approving the proposal submitted by Gerald Mele & Associates, Inc. for architectural and engineering services for the Mendota Community Center project and authorizing the City Manager to execute all

necessary documents.

5. Proposed adoption of **Resolution No. 24-46**, authorizing the creation of the position of Assistant Public Works Director and approving its respective job description and salary schedule.
6. Proposed adoption of **Resolution No. 24-47**, approving an amendment to the employment contract of the City Manager.

A motion was made by Council Member Rosales to approve items 1 through 6 of the Consent Calendar, seconded by Council Member Alonso; unanimously approved (5 ayes).

BUSINESS

1. Council discussion and consideration of waiving the second reading and adoption of **Ordinance No. 24-06**, amending Mendota Municipal Code Section 17.024.080 in the matter of Application No. 24-30.

Mayor Martinez introduced the item and City Planner O'Neal provided the report.

Discussion was held on the report provided by City Planner O'Neal.

Mayor Martinez opened the public comment period and seeing no one willing to comment closed it within the same minute.

A motion was made by Council Member Rosales to waive the second reading and adopt Ordinance No. 24-06, seconded by Council Member Alonso; unanimously approved (5 ayes).

2. Discussion and consideration of **Resolution No. 24-48**, appointing voting delegates for the League of California Cities' Annual Conference General Assembly.

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

Discussion was held on the report provided by City Clerk Cabrera-Garcia.

Mayor Martinez opened the public comment period and seeing no one willing to comment closed it within the same minute.

A motion was made by Mayor Martinez to appoint Mayor Victor Martinez as the voting delegate and Council Members Oscar Rosales and Jose Alonso as the alternate voting delegates and adopt Resolution No. 24-48, seconded by Council Member Rosales; unanimously approved (5 ayes).

3. Council discussion and consideration of appointing a City Councilmember to serve on the Recreation Commission.

Mayor Martinez introduced the item and City Clerk Cabrera-Garcia provided the report. Discussion was held on the report provided by City Clerk Cabrera-Garcia.

Mayor Martinez opened the public comment period and seeing no one willing to comment closed it within the same minute.

A motion was made by Council Member Rosales to appoint Council Member Riofrio to serve on the Recreation Commission, seconded by Council Member Alonso; unanimously approved (5 ayes).

PUBLIC HEARING

1. Council discussion and consideration of **Resolution No. 24-49**, in its capacity as the Mendota Groundwater Sustainability Agency, adopting the Delta-Mendota Subbasin Groundwater Sustainability Plan.

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

Discussion was held on the report provided by City Manager Gonzalez; water usage in the City for agricultural purposes and an upcoming webinar to discuss the Delta-Mendota Subbasin Groundwater Sustainability Plan.

At 7:01 p.m. Mayor Pro Tem Lopez left the Council Chambers.

At 7:01 p.m. Mayor Martinez opened the hearing to the public and seeing no one willing to comment closed it within the same minute.

A motion was made by Council Member Alonso to adopt Resolution No 24-49, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Lopez).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Smith provided the monthly update for the Animal Control Department, Code Enforcement Department and Police Department.

At 7:02 p.m. Mayor Pro Tem Lopez returned to the Council Chambers.

Discussion was held on the update provided by Chief Smith; the need to keep the City clean; unlicensed young individuals driving in the City; the purchase of the body-worn cameras that will be worn by the Mendota Police Department ("MPD"); and the MPD's new mobile command post, including the mobile command post being purchased through a grant that the MPD received from the California Office of Traffic Safety.

2. City Attorney

Assistant City Attorney Castro had nothing to report.

3. City Manager

City Manager Gonzalez provided an update on a meeting he held with Family Options, including their desire to provide services to adults with disabilities in the City; the status of a potential new housing development; an upcoming meeting with Assemblywoman Esmeralda Soria to discuss a Westland's Water District solar project; the upcoming National Night Event; introduced Gerald Mele & Associates, Inc. who will be working on the Mendota Community Center Project and thanked the City Council for their support and work.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Rosales thanked everyone in attendance and thanked staff for their work.

Council Member Riofrio commented on the Ray Camacho Tribute Event.

Discussion was held on the Ray Camacho Tribute Event.

Council Member Alonso commented on individuals illegally parking in handicapped parking spots.

Mayor Pro Tem Lopez thanked everyone in attendance and thanked staff and the City Council for their work.

2. Mayor

Mayor Martinez thanked every in attendance; thanked staff for their work; commented on the Community Center Project; the Roundabout Project on State Highways 180 and 33 and the Streetlight Data Collection and Mapping Project.

Discussion was held on the comments made by Mayor Martinez; the need for businesses in the City to improve their lighting; the new Police Department and City Council Chambers; the Starbucks opening in the City; the improvement of City roads; different funding that has been received to improve City roads; the Fresno Economic Opportunities Commission opening a satellite office in the City; the Fresno Council of Governments efforts to allocate 100 million in funding for communities located in the westside of Fresno County; a new solar project near the City; the need to support local businesses; and the need to support undocumented individuals in the City.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Westlands Water District
Under Negotiation: Price and Terms of Payment
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APN 013-061-18T
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Ramon Gonzalez
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).

A motion was made by Council Member Rosales to move into closed session, seconded by Council Member Alonso; unanimously approved (5 ayes).

At 7:29 p.m. the City Council moved into closed session.

At 7:55 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 through 3 there were no reportable actions.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:55 p.m. by Council Member Rosales, seconded by Council Member Riofrio; unanimously approved (5 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
08/09/2024 - 08/27/2024
CK# 055217 - 055317

Check Date	Check Number	Check Amount	Vendor Name	Department	Description
August 9, 2024	55217	\$ 725.98	AT&T	GENERAL, WATER, SEWER	AT&T PHONE SERVICE 6/25/2024 - 7/24/2024
August 9, 2024	55218	\$ 418.90	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR JULY 2024
August 9, 2024	55219	\$ 493.00	FRESNO COUNCIL OF GOVERNMENTS	GENERAL, WATER, SEWER	MEMBER DUES FOR 2024-2025
August 9, 2024	55220	\$ 15,834.53	FRESNO COUNTY SHERIFF	GENERAL, WATER	DISPATCH SERVICES SEPTEMBER 2024 AND RMS-JMS ACCESS FEE JULY 2024
August 9, 2024	55221	\$ 1,374.13	METRO UNIFORM	GENERAL	EMBROIDERY, (1) XFX CLASS, (1) MENS SS ICE POLO, (2) SHOULDER PATCHES, (1) INNER DUTY BELT HOOK, (2) MK-3 FOAM
August 9, 2024	55222	\$ 399.96	UNION PACIFIC RAILROAD COMPANY	STREETS	10TH & MARIE ST, MARIE ST, AND BELMONT AVE-AUGUST 2024
August 9, 2024	55223	\$ 10,616.56	BANKCARD CENTER	GENERAL, WATER, SEWER	CREDIT CARD EXPENSES 6/26/2024 - 7/23/2024, AFA STORE LLC, PDF SUPPLY COMPANY LLC, AND HOLIDAY INN LONG BEACH
August 9, 2024	55224	\$ 45,708.63	SURVEILLANCE INTEGRATION	GENERAL, WATER, SEWER	CITY OF MENDOTA COMMUNITY VIDEO POLICING 40 PERCENT DOWN
August 9, 2024	55225	\$ 494.33	VALLEY FARM SUPPLY STORES INC.	GENERAL, STREETS	(4) STIHL CHAIN .050 3/8", (1) STIHL 112"BAR, (5) STIHL CHAIN LOOP 3/8", (2) STIHL CHAIN LOOP 3/8", (1) STIHL 14"BAR 3/8"
August 9, 2024	55226	\$ 66.96	WECO	GENERAL, WATER, SEWER	RENTAL CYL ACETYLENE #4, OXYGEN D, OXYGEN K FOR JULY 2024
August 14, 2024	55227	\$ 173,962.99	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 7/29/2024 - 8/11/2024
August 14, 2024	55228	\$ 9,000.00	BYRON R. BAKER	GENERAL	POLICE DEPARTMENT LEASE PAYMENT JULY, AUGUST, & SEPTEMBER 2024
August 14, 2024	55229	\$ 373,991.00	CSJVRMA	GENERAL	2024/2025 1ST QUARTER DEPOSITS
August 14, 2024	55230	\$ 9,340.08	EMPLOYER DRIVEN INSURANCE SERVICE	GENERAL	BILLING SUMMARY FOR SEPTEMBER 2024 AND CLAIM PAID FOR JULY 2024
August 14, 2024	55231	\$ 3,813.91	FRESNO COUNTY AUDITOR CONTROLL	GENERAL	CITY'S PORTION OF FRESNO LOCAL AGENCY FORM COMISSION'S FY 2024-2025
August 14, 2024	55232	\$ 550.00	RAMON GONZALEZ	GENERAL	DEPOSIT REIMBURSEMENT FOR RAMON GONZALEZ FOR USE OF WILLIAM ROBERT JOHNSTON MUNICIPAL AIRPORT ON JUNE 28/29
August 14, 2024	55233	\$ 497.00	KERWEST NEWSPAPER	GENERAL	(7.5) PUBLIC HEARING ORDINANCE NO.24-03 PROOF OF PUBLICATION AND (7) DISTRICT NO.2019-01 PUBLICATION
August 14, 2024	55234	\$ 306.49	LEAF	GENERAL, WATER, SEWER	(2) KYOCERA COPIER SYSTEMS FOR JULY 2024
August 14, 2024	55235	\$ 1,657.56	MENDOTA 1 SMOG	GENERAL	2019 DODGE CHARGER : HEATER HOSE AND COOLANT CHECK UP, AND 2015 FORD : REMOVE AND REPLACE DRIVE SEAT BELT BUCKLE
August 14, 2024	55236	\$ 1,396.00	NEXUS ADMINISTRATORS, INC.	GENERAL, WATER, SEWER	(32) 401K PLAN ANNUAL PARTICIPANT CHARGE, (1) FORM 8955 FILING, AND (0.60) RETIREMENT PLAN TRUST ACCOUNTING
August 14, 2024	55237	\$ 1,407.25	PAPE MACHINERY	SEWER, STREETS	(1) CUTTING EDG, (8) BOLT, (16) NUTS, (8) WASHERS,
August 14, 2024	55238	\$ 115.00	RAMON'S TIRE & AUTO SERVICE	GENERAL	FORD M80 RE-PROGRAM TPMS MONITOR SYSTEM, FORD F-350 TIRE REPAIR, EXPLORER M82: TIRE REPAIR (INSIDE PATCH) RIGHT FRONT
August 14, 2024	55239	\$ 1,968.98	RED WING BUSINESS ADVANTAGE ACCOUNT	GENERAL, WATER, SEWER	(10) BOOT REPLACEMENT PER MOU
August 14, 2024	55240	\$ 4,366.25	THE BANK OF NEW YORK MELLON TR	GENERAL, WATER, SEWER	MENDOTA JOINT POWERS FINANCING AUTHORITY LEASE REVENUE BOND SERIES 2022
August 20, 2024	55241	\$ 7,464.00	ALERT-0-LITE	GENERAL, STREETS	(10)STRIPPING PAINT YELLOW, (20) STRIPPING PAINT WHITE, (1)STRIPPING PAINT YELLOW, AND (8)STRIPPING PAINT YELLOW
August 20, 2024	55242	\$ 264.00	ALTA LANGUAGE SERVICES, INC.	GENERAL, WATER, SEWER	(4) LISTENING & SPEAKING TEST SPANISH
August 20, 2024	55243	\$ 2,333.82	BADGER METER	WATER	ORION CELLULAR LTE SERVICE UNIT FOR JULY 2024
August 20, 2024	55244	\$ 465.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PSYCH SCREEN STEVEN J.MARES
August 20, 2024	55245	\$ 1,177.20	DNFINC.DBA BOBCAT OF FRESNO, B	GENERAL, STREETS	(1) 12" DIRT AUG 4' WHITE
August 20, 2024	55246	\$ 763.45	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION AND WEEKLY WASTEWATER GRAB SAMPLE BOD, TDS FOR 7/16/2024 AND 7/23/24
August 20, 2024	55247	\$ 1,029.42	CALIFORNIA BUSINESS MACHINES	GENERAL, WATER, SEWER	COPIER CONTRACT SERVICE BASE AUGUST 2024 & USE FOR JULY 2024
August 20, 2024	55248	\$ 124.51	CALTRONICS BUSINESS SYSTEMS	GENERAL, WATER, SEWER	LOW & HIGH DENSITY & MONO COLOR LINES

CITY OF MENDOTA
CASH DISBURSEMENTS
08/09/2024 - 08/27/2024
CK# 055217 - 055317

August 20, 2024	55249	\$ 269.05	CHEMSEARCH	WATER	(1) SERVICE CHARGE-DRAIN MAINTENANCE
August 20, 2024	55250	\$ 366.37	CINTAS CORPORATION NO. 2	GENERAL,WATER, SEWER	FIRS AID SUPPLIES FOR PD,CH,PW,&WTP
August 20, 2024	55251	\$ 179.11	CORELOGIC INFORMATION	GENERAL, WATER, SEWER	REAL QUEST SERVICE FOR JULY 2024
August 20, 2024	55252	\$ 1,240.38	CORE & MAIN LP	WATER	(2) STAINLESS STEEL STRAPS, (100) PE TUBE, (2) METER
August 20, 2024	55253	\$ 18,252.10	DELTA SAND, GRAVEL & RECYCLING	GENERAL, STREETS, WATER	(3) CLASS II AG BASE ROCK CHARGED PER LOAD, (3) SAND , (8) BULLDOZER SERVICE PER HR, (16) LOADER SERVICE
August 20, 2024	55254	\$ 259.80	EXCEL SIGN CO.	GENERAL	REMOVE STRIPE ON PASSENGER SIDE, INSTALL NEW STRIPE
August 20, 2024	55255	\$ 550.00	RAMON GONZALEZ	GENERAL	DEPOSIT REIMBURSEMENT FOR WILLIAM MUNICIPAL AIRPORT 8/2/2024 - 8/3/2024
August 20, 2024	55256	\$ 4,978.75	ICAD INC.	WATER	(9.75) SERVICE WORK REMOVED OLD VFD FAN AND INSTALL NEW FAN, (10.50) SERVICE WORK, SCALING PRESSURE TRANSDUCER
August 20, 2024	55257	\$ 1,267.25	SIMPLOT GROWER SOLUTIONS	STREETS, GENERAL	(30) ROUNDUP POWDERMAX 3 (2.5G), (60) TREEVIX (10Z)
August 20, 2024	55258	\$ 190.00	KERWEST NEWSPAPER	GENERAL, WATER, SEWER	(5) ELECTIONS AND PROOF OF PUBLICATION
August 20, 2024	55259	\$ 1,600.00	TJ LAW & ASSOCIATES INVESTIGAT	GENERAL	(2) LAW ENFORCEMENT BACKGROUND INVESTIGATION
August 20, 2024	55260	\$ 85.45	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2022 FORD : POLICE INTERCEPTOR WINSHIELD WIPER FLUID
August 20, 2024	55261	\$ 250.00	MENDOTA YOUTH RECREATION	GENERAL	DEPOSIT REIMBURSEMENT FOR BENNY MARES BASEBALL FIELD AND NEW BASEBALL FIELD
August 20, 2024	55262	\$ 582.33	MENDOTA 1 SMOG	GENERAL	2018 FORD: POLICE INTERCEPTOR REPAIR DOOR LOCK ACTUATOR AND 2012 FORD: REMOVE AND REPLACE STARTER ASSEMBLY
August 20, 2024	55263	\$ 3,850.64	MID VALLEY DISPOSAL, INC	REFUSE, STREETS	SERVICE ROLL OFF 7/01/2024 - 7/15/2024 AND PUBLIC WORKS REFUSE SERVICE JULY 16-31, 2024
August 20, 2024	55264	\$ 2,000.00	NETXPPTS LLC	GENERAL, WATER, SEWER	MONTHLY MANANGED SERVICES CONTRACT FOR JULY AND AUGUST 2024
August 20, 2024	55265	\$ 486.80	OFFICE DEPOT	GENERAL, WATER, SEWER	(1)HOME AND OFFICE EVERYDAY LABEL MAKER, (1)LEAD, (1) PENCIL, (1) SHARPIE, (1)SHARPIE GEL, (1) INK
August 20, 2024	55266	\$ 274.93	PAPE MACHINERY	SEWER, STREETS	(1) HOSE CLAMP, (1)CLAMP,(1)RADIATOR HOSE, (1) GASKET, AND (3)COOL GUARD
August 20, 2024	55267	\$ 125.00	RIGHT NOW PHLEBOTOMY	GENERAL	PHLEBOTOMY SERVICE #24-1601 7/30/2024 YAGHOobi
August 20, 2024	55268	\$ 1,456.00	VETERINARY MEDICAL CENTER	GENERAL	(28) CITY EUTHANASIA DOGS
August 27, 2024	55269	\$ 12,920.00	120WATER, INC.	WATER	CONTACT SERVICE PUBLIC WORKS APPLICATION 7/11/2024 - 7/10/2025
August 27, 2024	55270	\$ 673.43	ACME ROTARY BROOM SERVICE	STREETS	(1) SET (18EA) 58"ALL PRO STRIP BRUSH
August 27, 2024	55271	\$ 76.67	ADT SECURITY SERVICES	WATER	SECURITY SERVICE - EATER TREATMENT PLANT 9/4/2024 - 10/3/2024
August 27, 2024	55272	\$ 44,545.54	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR SEPTEMBER 2024
August 27, 2024	55273	\$ 775.92	AFLAC	GENERAL	AFLAC INSURANCE FOR AUGUST 2024
August 27, 2024	55274	\$ 52.90	AIRGAS USA, LLC	WATER	CYLINDER RENTAL SMALL CARBON DIOXIDE JULY 2024
August 27, 2024	55275	\$ 7,147.84	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR SEPTMBER 2024
August 27, 2024	55276	\$ 49.57	AUTOZONE, INC.	GENERAL	(1) TURTLE WAX WASH & WAX, (1) TURTLE WAX MAX POWER CAR, (1) HOPKINS 7RV BLADE TO 4 WIRE FLAT ADAPTER
August 27, 2024	55277	\$ 787.60	BSK ASSOCIATES	WATER, SEWER	WEEKLY GRAB SAMPLE BOD,TDS 7/30/2024 AND 8/06/2024, GENERAL EDT WEEKLY TREATMENT AND DISTRIBUTION 8/6/2024
August 27, 2024	55278	\$ 2,085.28	COMCAST	GENERAL, WATER, SEWER	CITYWIDE XFINITY SERVICES 8/06/2024-9/05/2024
August 27, 2024	55279	\$ 958.36	CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	ENHANCEMENT AND SERVICES FEE FOR SEPTEMBER 2024
August 27, 2024	55280	\$ 4,676.39	CORE & MAIN LP	WATER	NEW 2" SERVICE FOR 1183 PUCHEU ST, (1) BRASS NIPPLE, (1) METER, NEW 2" SERVICE 5TH & STAMOULES ST- (1) BRASS NIPPLE (1) METER
August 27, 2024	55281	\$ 681.52	CRESCO	GENERAL	POPCORN MACHINE REPLACEMENT FOR OSCAR ROSALES POPCORN MACHINE, IT WAS DAMAGED BY CITY STAFF.

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August 27, 2024	55282	\$ 703.44	CROWN SERVICES CO.	GENERAL	TOLIET 2XWK 350 SORENSEN AVE, BASS AVE(POOL PARK), LOZANO PARK BASS & HWY 33, & 1300 2ND ST-WWTP 7/5/2024-8/01/2024
August 27, 2024	55283	\$ 215.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING DAILY NOTICE JULY 2024
August 27, 2024	55284	\$ 246.03	EINERSON'S PREPRESS	GENERAL, WATER, SEWER	(205) LETTERHEAD WITH 4% WATERMARK / 500SHEETS/ SMOOTH WHITE
August 27, 2024	55285	\$ 140.00	GLASS CENTERS	GENERAL	INSPECT AND ADJUST THE FRONT DOOR AND GOT LOCK WORKING
August 27, 2024	55286	\$ 103.75	HR DIRECT	GENERAL, WATER, SEWER	ENGLISH CA POSTER GUARD 1 YEAR PUBLIC FEDERAL/ STATE/ LOCAL
August 27, 2024	55287	\$ 4,518.00	INLAND POTABLE SERVICES, INC.	WATER	CLEAN AND INSPECT 1MG TANK #2 3/18/2024
August 27, 2024	55288	\$ 50.00	LOS AMADORES	GENERAL	GET WELL ARRANGEMENT VICENTA ROSALES
August 27, 2024	55289	\$ 550.00	MENDOTA PENTECOSTAL CHURCH	GENERAL	DEPOSIT REIMBURSEMENT FOR NEW BASEBALL FIELD AND BENNY MARES BASEBALL FIELD 7/25/2024 - 7/27/2024 & 8/15/2024 - 8/17/2024
August 27, 2024	55290	\$ 50.00	MENDOTA YOUTH RECREATION	GENERAL	2024 FIREWORKS STAND DEPOSIT REIMBURSEMENT
August 27, 2024	55291	\$ 50.00	MENDOTA HIGH SCHOOL	GENERAL	2024 FIREWORK STAND DEPOSIT REIMBURSEMENT
August 27, 2024	55292	\$ 500.00	MENDOTA COMMUNITY CORPORATION	GENERAL	DEPOSIT REIMURSEMENT FOR ROJAS PARK BY MYR 8/17/24. MCC APPROVED TO PAY DEPOSIT 8/8/24 FOR SPECIAL MEETING
August 27, 2024	55293	\$ 50.00	MENDOTA POLICE OFFICER'S ASSOC	GENERAL	2024 FIREWORKS STAND DEPOSIT REIMBURSEMENT
August 27, 2024	55294	\$ 107.93	MENDOTA 1 SMOG	GENERAL, WATER, SEWER	2023 CHEVY-TAHOE OIL FILTER AND MOTOR OIL CHANGE
August 27, 2024	55295	\$ 3,192.98	MID VALLEY DISPOSAL, INC	REFUSE, STREETS	PUBLIC WORKS REFUSE SERVICE AUGUST 1-15,2024
August 27, 2024	55296	\$ 2,545.79	MUTUAL OF OMAHA	GENERAL	LIFE,AD&D,LTS,STD INSURANCE FOR SEPTEMBER 2024
August 27, 2024	55297	\$ 6,513.67	NORTHSTAR CHEMICAL	WATER	(320) SODIUM BISULFITE- 25% 90925 MEETS NST/ANSI, AND (750) SODIUM HYPOCHLORITE-12%MILL A MEETS NSF/ANSI
August 27, 2024	55298	\$ 454.01	OFFICE DEPOT	GENERAL, WATER, SEWER	(2)PAPER,BASIC,BOND,HP, (1) RIBBON, (2) PAPER, (1) MARKERS, (3) STAPLE, (1) TAPE, (2) PAPER, (8) PAPER, COPY, YELLOW
August 27, 2024	55299	\$ 1,253.38	PAPE MACHINERY	WATER, SEWER, STREETS	DIAGNOSE OVERHEATING AND REPAIR OVERHEATING
August 27, 2024	55300	\$ 87,016.44	PG&E	GENERAL,WATER, SEWER, STREETS	WATER DEPARTMENT UTILITIES 6/12/2024 - 7/12/2024 AND 7/13/2024 - 8/12/2024
August 27, 2024	55301	\$ 2,473.80	PROVOST & PRITCHARD	WATER, GENERAL	PROFESSIONAL SERVICE CITY OF MENDOTA STREETLIGHT MAPPING, AND HOUSING ELEMENT 6TH CYCLE JUNE 2024
August 27, 2024	55302	\$ 2,769.75	PURCHASE POWER	GENERAL, WATER, SEWER	POSTAGE METER REFILL 07/17/2024 - 7/18/2024 & 08/09/2024 - 8/11/2024
August 27, 2024	55303	\$ 673.33	R.G. EQUIPMENT COMPANY	GENERAL	DRIVE BELT-V. ENGINE TO GEARBOX BLADE BELT-V
August 27, 2024	55304	\$ 4,987.96	RAMON'S TIRE &	GENERAL, STREETS, WATER, SEWER	FORD EXPLORER: UNIT 81 (2) TIRES, (2) TIRE INSTALLATION, AND 2020 FORD: (2) HANKOOK TIRE, (2)VALVE STEM, (2) MOUNT
August 27, 2024	55305	\$ 1,247.50	THOMAS BACKFLOW	WATER	(31) BACKFLOW TESTING, (1) REPAIR REVIVE HAIR STUDIO
August 27, 2024	55306	\$ 100.00	HENRY SANCHEZ	WATER, SEWER	DOT PHYSICAL 8/16/2024
August 27, 2024	55307	\$ 3,917.70	ERNEST PACKING SOLUTIONS	GENERAL, WATER, SEWER	(5) CANLINER, (4) DISINF/SAINT PINE SOL, (6)CT Y-NOTCH RT800'WHITE STOCK,(4)BATH TISSUE
August 27, 2024	55308	\$ 29.95	SEBASTIAN	GENERAL	SECURITY SERVICES 7/21/2024 - 8/20/2024
August 27, 2024	55309	\$ 205.87	SIGNMAX	STREETS	(2) 6' HIM BARRICADE STRIPE, LEFT STRIPE
August 27, 2024	55310	\$ 90.00	KEVIN SMITH	GENERAL	EMERGENCY TIRE SWAP DUE TO BLOWOUT HWY 99 NEAR SELMA
August 27, 2024	55311	\$ 4,441.16	SORENSEN MACHINE WORKS	GENERAL, WATER, SEWER, STREETS	JULY 2024 CITYWIDE DEPARTMENT SUPPLIES, (1) STEP STOOL,(2)SQUIREL BAIT,(1) ADAPTER TRAILER WIRE
August 27, 2024	55312	\$ 399.96	UNION PACIFIC RAILROAD COMPANY	STREETS	10TH & MAIRE, MARIE ST ENCROCHMENT BELMONT AVE SEPTEMBER 2024
August 27, 2024	55313	\$ 647.92	TRIANGLE ROCK PRODUCTS,LLC	STREETS	(8.10) 1/2 COMMERCIAL ENVIROMENTAL FEE- AGG & ASPHALT
August 27, 2024	55314	\$ 600.00	UNITED HEALTH CENTERS	GENERAL	(3) PRE-EMPLOYMENT PHYSICAL EXAM

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August 27, 2024	55315	\$ 1,182.16	VERIZON WIRELESS	GENERAL, WATER, SEWER	CITYWIDE CELL PHONE SERVICE 8/07/2024 - 9/06/2024
August 27, 2024	55316	\$ 5,043.00	WANGER JONES HELSLEY PC ATTORN	GENERAL	LEGAL SERVICE RE : SPECIAL LEGAL SERVICE 7/15/2024
August 27, 2024	55317	\$ 50.00	WESTSIDE YOUTH	GENERAL	2024 FIREWORKS STAND DEPOSIT REIMBURSEMENT

\$ 922,942.35



CITY OF MENDOTA

"Cantaloupe Center Of The World"

August 28, 2024

Assemblymember Esmeralda Soria
California State Assembly
State Capitol, Room 4410
Sacramento, CA 94249

Dear Assemblymember Soria,

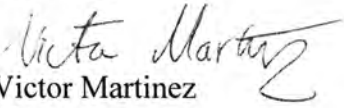
As the Mayor of the City of Mendota, I wish to voice my support for AB 2661 which is critical in ensuring the Central Valley has the opportunity to maximize the benefits of repurposing agricultural lands for clean energy development.

As the challenges of water conservation and groundwater management lead to an overall reduction in farming in our region, we need to look to new economic opportunities to support our residents. AB 2661 does that by giving authority to Westlands Water District to develop new solar, energy storage, and transmission facilities that will not only help advance the State's clean energy goals, but bring thousands of jobs to our region.

The bill also ensures Westlands Water District will have to develop a plan to provide community benefits to the region as part of project development and that communities like ours will be part of the discussion on how and what benefits will be provided.

Thank you for your leadership on AB 2661, and ensuring the voices of the City of Mendota are heard.

Sincerely,


Victor Martinez
Mayor
City of Mendota
victor@cityofmendota.com
(559) 860-8036

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

RESOLUTION NO. 24-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING
A LICENSE AGREEMENT WITH RAMON GONZALEZ FOR RACETRACK
OPERATIONS AT THE FORMER SITE OF THE WILLIAM ROBERT JOHNSTON
MUNICIPAL AIRPORT**

WHEREAS, the City of Mendota (“City”) is the owner of certain real property consisting of approximately 112.85 acres constituting the entirety of the land previously used for the William Robert Johnston Municipal Airport, zoned A-D (Airport Development) (the “Airport land”), and within this Airport land is an irregular shaped area of land consisting of approximately 37.1 acres (approximately 4,010 feet in length and varying width), constituting the “Property”; and

WHEREAS, a portion of the Property has been used by Ramon Gonzalez (“Operator”) several times over the past year via single-use event permits for the purpose of racing and racetrack-related events; and

WHEREAS, Operator’s events have provided the City’s residents and members of the surrounding communities with safe entertainment, brought new visitors to the City and its local businesses, and promoted the community in a positive light; and

WHEREAS, Operator requested the City enter into a license agreement which would allow continued access to and minor improvements of the City’s Property to host these racetrack-related events; and

WHEREAS, City staff engaged in negotiations with the Operator and prepared a license agreement, which is attached hereto as Exhibit “A” (the “Agreement”) and incorporated herein by this reference; and

WHEREAS, the Agreement offers the Operator a ten-year, non-exclusive, and revocable license to host racetrack-related events on the City’s Property and to make minor improvements sufficient to facilitate the same; and

WHEREAS, the Agreement contains one optional extension for a period of five additional years, but shall not exceed a total of fifteen years under any circumstance to ensure compliance with California’s Surplus Land Act; and

WHEREAS, the Agreement provides the Operator shall undertake all maintenance onsite and pay all utilities associated with their use of the City’s Property with no contribution of City funds or labor whatsoever; and

WHEREAS, the Agreement provides that the City will continue to use the Property to facilitate community gatherings and events as may be scheduled and hosted by the City from time to time; and

WHEREAS, the Agreement makes it clear that the City is not entering into a partnership, joint venture, or other business relationship with the Operator in any manner; and

WHEREAS, the City's approval of the Agreement and Operator's racetrack-related events will not result in any permanent construction on or destruction of the City's Property; and

WHEREAS, the City believes the Agreement will provide beneficial community involvement and promote the City's local businesses through increased visitors from all throughout California.

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

1. Approves the Agreement in substantially the form attached hereto as Exhibit "A"; and
2. Authorizes and directs the City Manager, or his designee, to execute the Agreement and such additional documents as are reasonably required to effect its purpose; and
3. The City Council hereby finds and determines that its adoption of this Resolution is not subject to environmental review under the California Environmental Quality Act ("CEQA"; Pub. Res. Code, § 21000 et seq.), because the Agreement does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore is not a "project" under CEQA. (Pub. Res. Code, § 21065; Cal. Code Regs., tit. 14, §§ 15378, subd. (a), 15064, subd. (d)(3).)

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 3rd day of September, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the “*License*”), is made and entered into at Mendota, California, the 3rd day of September, 2024 (the “*Effective Date*”), by and between the City of Mendota, a California municipal corporation (the “*City*”), and Ramon Gonzalez, an individual (“*Licensee*”). The City and Licensee are collectively referred to in this License as the “*Parties*,” and individually as a “*Party*.”

RECITALS

A. **WHEREAS**, the City is the owner of certain real property consisting of the City is the owner of certain real property consisting of approximately 112.85 acres constituting the entirety of the land previously used for the William Robert Johnston Municipal Airport, zoned A-D (Airport Development) (the “*Airport land*”), and within this Airport land is an irregular shaped area of land consisting of approximately 37.1 acres (approximately 4,010 feet in length and varying width), constituting the “*Property*.” The Property is highlighted on the parcel map attached hereto as Exhibit “A,” which is incorporated herein and shall be considered part of this License for all purposes.

B. **WHEREAS**, the City desires to license the Property to an individual or entity capable of operating a racetrack on the Property previously used as an airport.

C. **WHEREAS**, on July 25, 2024 Licensee, through its owner, Ramon Gonzalez, submitted a proposal to use the Property to operate a racetrack on the Property.

D. **WHEREAS**, the City is willing to grant Licensee a right to use the Property under the terms and conditions set forth in this License.

LICENSE

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and Exhibits attached hereto are incorporated by this reference as though fully set forth herein.

2. **Grant of Non-Exclusive License**. The City hereby grants to Licensee, for the benefit of Licensee, its agents, employees, consultants, affiliates, guests, and invitees, a revocable, non-assignable, nontransferable, and non-exclusive right to use the Property solely for the purpose of operating its racetrack and activities incidental thereto. Licensee may not use the Property for any other business or purpose without obtaining the City’s prior written consent, which may be withheld, conditioned, or delayed at the City’s sole and absolute discretion.

3. **License Fee**. During the Term, as defined herein, Licensee shall pay the City Five Thousand Dollars (\$5,000.00) per year (“*License Fee*”), paid in installments of

Two Thousand Five Hundred Dollars (\$2,500.00) biannually (each a “***License Fee Payment***”), as follows: (a) on September 3, 2024 (the “***First Payment Date***”), Licensee shall remit to the City a License Fee Payment; and (b) on the first day of the sixth month following the First Payment Date, and on the first day of every successive sixth month during the Term, Licensee shall remit to the City a License Fee Payment.

3.1. **Location of License Fee Payments.** Licensee shall remit License Fee Payments to the City at 643 Quince Street, Mendota, CA 93640, or such other place as the City may designate in writing. Such License Fee Payments are due without demand and without notice, counterclaim, deduction, or setoff.

3.2. **Late License Fee Payments.** License Fee Payments, and other costs and charges authorized hereunder, not received by the City by the tenth day of the month such payments are due are subject to a late penalty, without notice to Licensee, of five percent (5%) per month.

4. **Security Deposit.** In addition to, and at the time of the License Fee Payment on First Payment Date, Licensee shall deposit with the City, a sum equal to one License Fee Payment as a security deposit against which the City may deduct any delinquent fees, costs, and charges (including, but not limited to, any late payment of fees) resulting from the use of the Property (the “***Security Deposit***”).

5. **Term.** The term (“***Term***”) of this License shall commence on the Effective Date, and shall terminate upon the earlier of any of the following events (which shall be referenced herein as “***Terminating Events***”):

5.1. **Expiration; Option to Extend.** This License shall expire ten (10) years after the Effective Date, unless extended as outlined herein. Licensee may extend the Term once for five (5) additional years by providing the City written notice of such extension at least ninety (90) days before expiration, provided that Licensee shall not be in default for nonpayment of any License Fee Payment or other sums due to the City for such notice to be effective. The Term of this License shall not exceed fifteen (15) years under any circumstance.

5.2. **Commencement of Legal Proceedings.** The City may terminate this License upon the commencement of any judicial or administrative proceeding, in any jurisdiction within the State of California, which disputes the City’s ownership of the Property, the status of the Property as a legal parcel, or the City’s authority to grant a license for use of the Property. Should the City elect to terminate this License pursuant to this Section, the City shall comply with the Notice of Termination procedures set forth in Section 5.4 herein.

5.3. **Termination by Mutual Agreement.** This License shall terminate upon the execution of a mutual written agreement of the Parties (the “***Termination Agreement***”) to that effect. The Termination Agreement shall specify the time by which Licensee is required to remove all personal property from the Property. If Licensee fails to remove said personal property by the time set forth in the Termination

Agreement, the City may take any necessary action to remove any personal property left at the Property, at the sole expense of Licensee, as permitted by law. Licensee shall pay the City all fees and charges owed as of the date of removal or termination, whichever is later, computed at the daily rate currently in effect.

5.4. **Termination by Either Party.** Either Party may, at any time, upon thirty (30) days' advance written notice to the other Party (the "***Notice of Termination***"), terminate this License, provided that Licensee shall not be in default for nonpayment of any License Fee Payment in order to issue such Notice of Termination. The Notice of Termination shall specify the time by which Licensee is required to promptly remove all personal property from the Property. If Licensee fails to remove said personal property by the time set forth in the Notice of Termination, the City may take any necessary action to remove any personal property left at the Property, at the sole expense of Licensee, as permitted by law. Licensee shall pay the City all fees and charges owed as of the date of removal or termination, whichever is later, computed at the daily rate currently in effect.

5.5. **Termination for Late License Fee Payments.** In the event that Licensee fails to remit a License Fee Payment to the City within ten (10) days after payment is due, the City may terminate this License upon twenty (20) days' written notice to Licensee. Such termination shall be ineffective if Licensee pays all past-due amounts prior to the expiration of such twenty (20) day notice.

6. **Improvements.** Licensee shall not construct, erect, or improve the Property with any structure, permanent or otherwise, without advance, express, and written consent of the City. Any such improvement at the Property shall be completed at Licensee's sole cost and expense. The City hereby approves Licensee's offer to make the improvements necessary to use the Property for racetrack-related purposes, which is specifically identified in this License. Said improvements include:

6.1. Twenty feet (20') of "K" rails on both sides of the track all the way to the finish line (800' on each side) to keep spectators safe.

6.2. Two (2) "burn out" boxes of reinforced concrete measuring twelve by ten feet (12'X10') on the racetrack before the start line.

6.3. Two (2) "launch pads" on the racetrack measuring twelve by one hundred feet (12'X 100') long of six (6) sack concrete reinforced with one-half inch (1/2") rebar eighteen inches (18") on center.

6.4. Install lighting around the entire racetrack, pit areas, vendor areas, and parking areas.

6.5. Re-do the main entrance fence at the Property's gate to make it one way in and one way out, per Fire Department specifications and allowances.

6.6. Add bleachers for spectators and add shade structures over the bleachers.

6.7. Plant, irrigate, and maintain grass in designated areas meant for spectators and vendors.

6.8. Construct a temporary, mobile wood tower for announcers and computer technicians to use during events.

7. **Insurance.** Licensee shall not occupy the Property or operate any racetrack-related operations thereon without obtaining insurance sufficient to conduct racing events on the Property. Said required insurance amounts below may be adjusted by the City Manager upon sixty (60) days' advance written notice to Licensee:

7.1. **Personal Injury.** During the Term of this License, Licensee shall continuously maintain an insurance policy providing for liability insurance in amounts not less than \$1,000,000 per occurrence for personal injury and death.

7.2. **Personal Property.** Licensee understands and agrees that it is Licensee's sole responsibility to obtain and maintain insurance covering its operations and other personal property used at the Property. Notwithstanding any provision to the contrary, Licensee specifically waives any claim against the City for theft, loss, or damage of any kind or from any source whatsoever that may occur to Licensee's operations and personal property located at the Property and in its vicinity.

7.3. **Fire and Extended Coverage Insurance.** Throughout the Term, at Licensee's sole cost and expense, Licensee shall keep, or cause to be kept, insured, for the mutual benefit of City and Licensee, all improvements located on or appurtenant to the Property, whether constructed at the time of signing this License or not, against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use of structures, including vandalism and malicious mischief. The amount insurance shall be sufficient to prevent either Licensee or City from becoming a co-insurer under the provisions of the policies, but in no event shall the amount be less than eighty percent (80%) of the actual replacement cost, excluding the cost of replacing excavations and foundations, but without deduction for depreciation (herein called full insurable value). In the event payments are made for repairs, payments of proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on architects' certificates until the work is completed and accepted. Any insurance proceeds remaining after complying with the provisions of this License relating to maintenance, repair, and reconstruction of improvements shall be the Licensee's sole property.

7.4. **Documentation.** Licensee shall provide the City with a certificate evidencing the required insurance coverages, naming the City of Mendota as additional insured. All insurance required by the express provisions of this License shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that: (1) any loss shall be payable notwithstanding any act or negligence of the City that might otherwise result in failure of the insurance; (2) insurer waives the right of subrogation against the City and against the City's agents and

representatives; (3) the policies are primary and non-contributing with any insurance that may be carried by City; and (4) the policies cannot be canceled or materially changed except after thirty (30) days' advance notice by the insurer to the City. Licensee shall furnish the City with copies of all such policies upon their receipt.

8. **Safety.** Licensee must plan and implement safety measures for every racetrack event. Said safety plans must be reviewed by, and are subject to the approval of, the Mendota Police Department, Fire Department, and City Management.

9. **Maintenance; Utilities.** Licensee shall maintain the Property in a safe manner and will ensure that the property remains clear of fire hazards. Such maintenance and any utility (power and water) costs shall be at the Licensee's sole cost and expense with no financial or labor contribution by the City.

10. **Right to Use.** The City shall retain the right to utilize the Property for any City events, or to Lease or License the Property area, when the Licensee is not hosting a race event thereon. If the City uses the Property, Licensee's improvements to the Property may be utilized by the City at no cost or expense. The City will not Lease or License the Property to any other user for drag racing or other racing-related uses during the Term. The land around the Property may be used by the City or its assignees at any time so long as such use does not unreasonably interfere with Licensee's noticed racing events.

11. **"As-Is" Condition.** The Parties understand and agree that Licensee shall accept this License to use the Property in an "as-is" condition, without any representation or warranty by the City as to the physical or environmental conditions of the Property, or any existing structures thereon. The City makes no representations regarding the character or extent of soil or subsurface conditions, or the conditions and existence of utilities which may be encountered during the course of construction of any improvements, development, construction, or occupancy of the Property. Licensee shall be solely responsible for independently reviewing all available information regarding existing conditions of the Property, and for undertaking an independent analysis of site conditions, including any environmental, health, and/or safety issues.

12. **No Service Provided; Repairs, Maintenance, and Alterations.** The Parties understand and agree that the City shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property. Licensee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Property.

13. **Indemnification.** Licensee covenants and agrees that, during the Term, any injury suffered as a result of the use of the Property by Licensee and its employees, agents, contractors, licensees, invitees, and guests shall be the sole responsibility of Licensee, and the City shall not be liable to Licensee, or any other person or persons whatsoever for any such injury, loss, or damage to persons or property unless caused by the City's employees' or agents' gross negligence or willful misconduct. Licensee shall defend, indemnify, and hold the City, its officers,

directors, employees, consultants, agents, successors, and assigns (“*Indemnitees*”), harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, expenses, or obligations of whatever nature, including attorneys’ fees and costs, all other professional costs, and all court, arbitration, or other dispute resolution costs (collectively “*Costs*”) which may be made against Indemnitees arising out of or in connection with: (a) any use of the Property under this License, (b) any breach by Licensee of its obligations under this License; (c) the death and/or injury to any person or damage to any property (real or personal) which may be caused or is claimed to have been caused, by the negligence, act, or omission of Licensee, or Licensee’s agents, employees, contractors, guests, invitees, or licensees; and (d) any enforcement by the City of any provision of this License. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the Indemnitees’ gross negligence or willful misconduct. Licensee, upon notice from the City, shall defend the City at Licensee’s expense by counsel satisfactory to the City. The provisions of this Section shall survive the expiration or termination of this License.

14. **Waiver of Claims.** As a material part of the consideration to be rendered to the City for this License, Licensee hereby waives any and all claims or causes of action against the City and each of its officers, agents, contractors, and employees which Licensee may now or hereafter have for damages or theft of Licensee’s property at or on the Property, except as may arise from the active negligence or willful misconduct of the City, its officers, agents, contractors, or employees, or from a known dangerous condition of public property as specified in Government Code section 835 et seq.

15. **Bailee Disclaimer.** Licensee acknowledges and agrees that the City has granted its permission to use the Property only for the purposes outlined in this License. By entering into this License, the City is not agreeing in any manner to accept obligations or responsibility for the safekeeping of Licensee’s improvements or other property of Licensee or of Licensee’s agents, contractors, employees, invitees, guests, or licensees. This License is not a contract for bailment and the City in no manner whatsoever purports to be a bailee.

16. **Taxes and Assessments.**

16.1. Licensee shall pay, before delinquency, any and all taxes, assessments, licenses, fees, and other public charges, which may be levied, assessed, or imposed upon the Property and/or Licensee. Payment of any taxes, assessments, license, fees, or other public charges shall not reduce the fees and charges owed by Licensee to the City pursuant to this License in any manner.

16.2. Licensee acknowledges and agrees that this License may create a real property possessory interest that may be subject to real property or other taxation, and that Licensee shall be subject to, and liable for, the payment of any taxes levied on such interest. No such possessory interest tax, or any other tax, shall reduce or constitute

a substitute for the fees or charges required to be paid as a condition of this License or as otherwise required by the City. Licensee agrees to pay all such taxes when due.

16.3. Licensee shall defend, protect, indemnify, and hold the City free and harmless from any and all liability, loss, or damage resulting from any taxes, assessments, or other charges required by, or relating to, this License to be paid by Licensee, and from all interests, penalties, and other sums imposed.

17. **Removal of Personal Property.** Upon termination of the License under any of the Terminating Events, Licensee shall remove all of Licensee's personal property from the Property within thirty days, or such other period specified in an accompanying notice, and shall surrender possession of the Property to the City in good order and repair, unless otherwise agreed by the City.

18. **Notices.** All notices under this License or pursuant to law shall be in writing delivered to the other Party. A notice shall be deemed received on the third (3rd) scheduled delivery day after pickup or timely deposit for overnight delivery via Express Mail, FedEx, UPS, DHL WorldWide Express, or other nationally or regionally recognized overnight service, duly addressed, with delivery fees prepaid or charged to the sender's account; on the next mail delivery day after pickup or timely deposit in the U.S. Mail, duly addressed, with first-class postage affixed; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of an addressee in the care of a person whom the sender has reason to believe will promptly communicate the notice to the addressee. The Parties' current addresses are below:

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

LICENSEE:
Ramon Gonzalez
1417 3rd Street
Mendota, CA 93640

Any Party may change its contact information by delivering notice to the other Party.

19. **Licensee Not Agent of the City.** Neither issuance of this License, nor any acts of Licensee pursuant to this License, shall render Licensee an agent, contractor, partner, joint venturer, or employee of the City in any way whatsoever.

20. **Attorneys' Fees.** If any legal action or proceeding arising out of or relating to this License is brought by either Party, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by said prevailing Party.

21. **Entire Agreement.** This License constitutes the Parties' entire, integrated agreement with respect to the subject matter described herein, and there are no other agreements regarding that subject. This License replaces and supersedes all prior written, oral, and implied agreements and understandings by and among the Parties, or any of them, regarding that subject matter, as well as any related written, oral, or implied representations, warranties, and covenants.

22. **Written Amendments.** This License shall only be altered, modified, or amended by a written agreement signed by both Parties.

23. **Equitable Relief; Remedies Cumulative.** Breach of this License would result in irreparable injury, so an actual or threatened default hereunder shall entitle the aggrieved Party to injunctive relief and/or specific enforcement, as applicable, in addition to monetary damages.

24. **Counterparts; Electronic Signatures.** This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed, photocopied, or electronically transmitted signatures have the same effect as ink originals.

25. **Successors and Assigns.** This License and the rights and obligations hereunder are neither transferrable nor assignable without the express written consent of the City.

26. **No Third-Party Beneficiaries.** This License is made solely for the benefit of the Parties, and no other person or entity shall have or acquire any right by virtue of this License.

27. **Choice of Law; Venue.** This License concerns real property located in Fresno County, California and shall be construed and enforced in accordance with the laws of the State of California. Any action or proceeding arising out of or related to this License shall be filed and maintained solely in the Fresno County Superior Court.

28. **Time of the Essence.** Time is of the essence in connection with every provision of this License.

29. **Waiver.** No waiver of default by either Party of any of the terms, conditions, and provisions of this License shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, conditions, and provisions contained herein, to be kept and observed by the other Party. The consent or approval by one Party to the act of another Party shall not be deemed to waive or render unnecessary the need for consent or approval of any subsequent, similar act.

30. **Severability.** Any provisions of this License which shall prove to be invalid, void, or illegal by a court of competent jurisdiction, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

31. **Authority.** Each Party represents and warrants that it has the capacity and authority to enter into this License. Each person signing this License in a representative capacity represents and warrants that they are authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date above.

CITY

LICENSEE

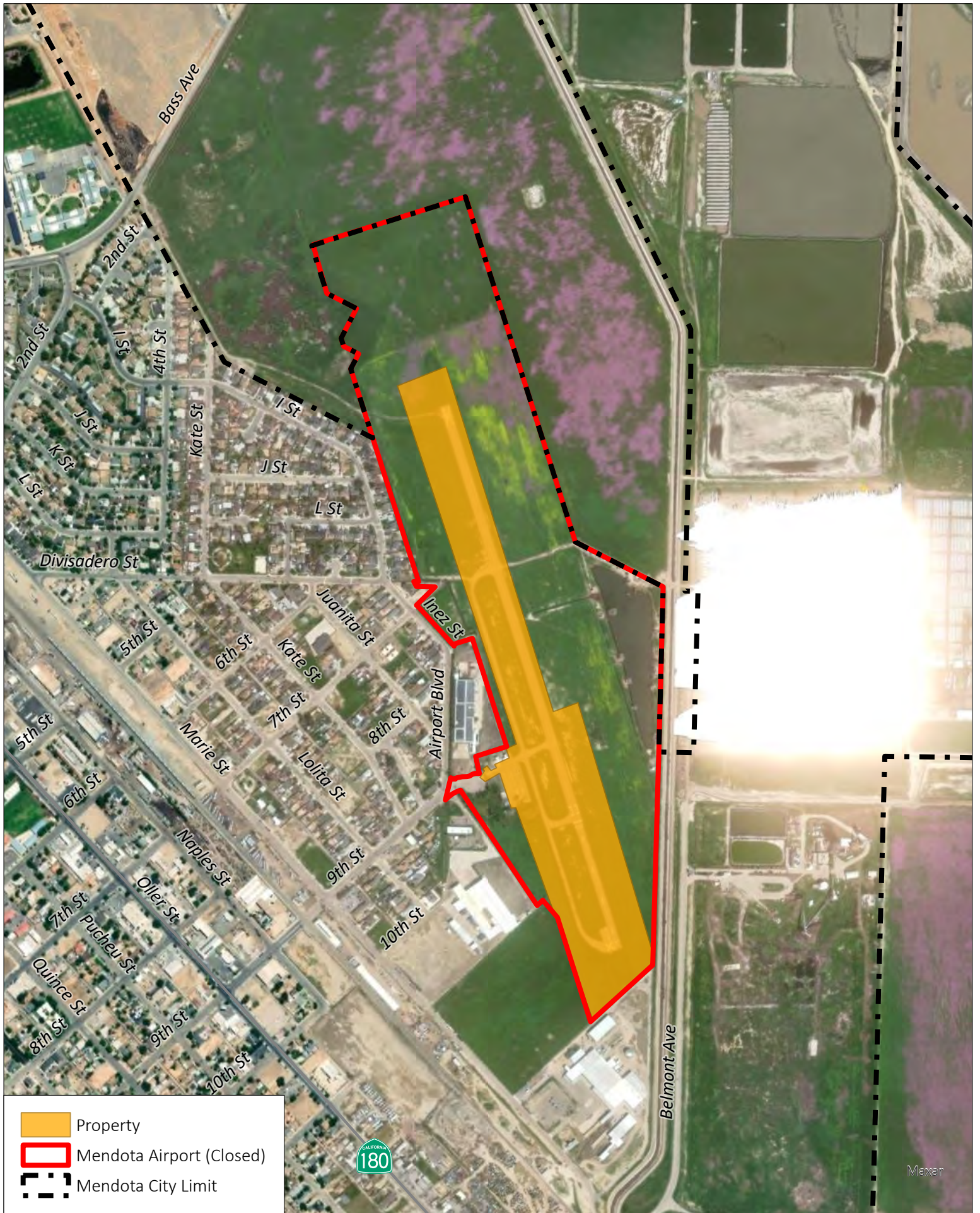
**City of Mendota, a California
Municipal Corporation**

Ramon Gonzalez, an individual

By: Cristian Gonzalez
Its: City Manager

By: Ramon Gonzalez

EXHIBIT A
THE PROPERTY



- Property
- Mendota Airport (Closed)
- Mendota City Limit

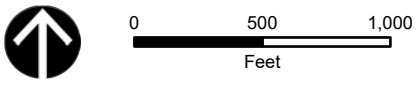


Exhibit A

Maxar

Memorandum

To: City Council via Cristian Gonzalez, City Manager

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

Subject: City Engineer's Report to City Council

Date: August 27, 2024

Engineering Projects:

1. Rojas Pierce Park:
 - CDBG funded Phase 3: Restroom & Concession Building in progress
 - Working with staff for improvements to new soccer field
2. Well 10 and Water Main Relocation
 - Construction documents are completed and potential to bid and construct this fall; Coordination with USBR, PG&E
3. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Winter 2024
4. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
5. Mendota Stormwater Improvement Project
 - Construction completed
6. Derrick & Oller Roundabout
 - CEQA & NEPA completed
 - 100% Construction Documents reviewed by Caltrans
 - Construction funding authorization anticipated in September
7. Westside Water Tank & Booster Pump
 - ARPA funded design in progress
 - Coordinating with Amador & Smoot Extension design
 - Construction anticipated in Fall 2024
8. 5th & Quince Street Reconstruction:
 - Design in progress
 - Construction authorization in FFY 23/24
9. Amador & Smoot Extension:
 - Design in progress
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24
 - Coordinating with WWD for easement/right-of-way/land
10. 2025 Local Street Reconstruction:
 - Survey is completed
 - Design to start in September 2024
 - Construction funded with CPFCDs Congressional Appropriations in FFY 24/25

11. Divisadero Street Reconstruction:

- \$985,157 in STBG funding programmed for construction in FFY 25/26
- Design in progress

Planning/Development Projects

1. Rojas Pierce Park Annexation

- Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
- Providing legal descriptions of land for WWD use in consent agreement with USBR

2. Housing Element Update

- Met with HCD on June 4. The Housing Element is being revised per HCD comments.

3. Airport Reuse

- Revising concepts for reuse.

4. Belmont & SR 33

- Site Plan approved in April.

GIS/Mapping Projects

1. Citywide Streetlight Inventory and Evaluation

- All lights are mapped; identifying additional streetlight needs

2. City Website Update

- Coord with staff to develop updated website that went live end of June

Grant Applications:

1. Triangle Park & Pool Park:

- Assisted in various Grant applications for both parks

2. Marie Street Reconstruction:

- Application for \$2.25 million in CMAQ funding submitted to FCOG for competitive call for projects was not successful but included in new opportunity headed by FCOG for CPRG funding

3. 2nd St Stormwater Project:

- Prop 1 TA funded preliminary engineering in progress
- Application to be submitted for \$7.5 million in OSG funding in Fall 2024

On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to staff for grant obligations & opportunities
4. Coordination with USACOE for Panoche Creek flood study
5. Following up with FAA for airport closure

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

- Engineers: 9
- Planners: 3
- Surveyors: 4

- Environmental Specialist: 0
- GIS/CAD Specialists: 0
- Construction Manager: 1
- Project Administrator: 4
- Public Relations: 2

Abbreviations:

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

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