



CITY OF MENDOTA

"Cantaloupe Center Of The World"

VICTOR MARTINEZ
Mayor

JOSE ALONSO
Mayor Pro Tempore

LIBERTAD "LIBERTY" LOPEZ

JESSE LUA MENDOZA

JOSEPH R. RIOFRIO

AGENDA
MENDOTA CITY COUNCIL
Regular City Council Meeting
City Council Chambers
725 Riofrío Street
Mendota, California 93640
February 18, 2025
6:00 PM

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meeting. Regular City Council meetings are scheduled for the first and third 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 silence your cell phones. Thank you for your respect and consideration.

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, California 93640, during normal business hours: Monday through Friday from 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

PRESENTATION

1. City Council to proclaim the month of February 2025 as Teen Dating Violence Awareness Month and urge all residents of Mendota to work together to end the cycle of violence in our community.
2. City Council to recognize the Fresno Area Hispanic Foundation for their work in the community.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

PUBLIC COMMENT

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of February 4, 2025.
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. JANUARY 29, 2025 THROUGH FEBRUARY 7, 2025
 - a. WARRANT LIST CHECK NOS. 55963 THROUGH 56009
 - b. TOTAL FOR COUNCIL APPROVAL = \$481,169.97
2. Proposed adoption of **Resolution No. 25-14**, authorizing the creation of the position of Facilities Custodian and approving its respective job description and salary schedule.
3. Proposed adoption of **Resolution No. 25-15**, awarding the construction contract for the Derrick & Oller Roundabout to Agee Construction Corporation in the amount of \$3,083,542.00.
4. Proposed ratification of a letter calling for unity in supporting the workforce and agriculture of Mendota.
5. Proposed ratification of a letter of support for the continued operation of the Cantua Creek Head Start program.

BUSINESS

1. City Council to receive a grant funding update from Townsend Public Affairs and consider providing direction on upcoming and pending grant applications.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Receive presentation from Townsend Public Affairs*
 - c. *Inquiries from Council to staff*
 - d. *Mayor Martinez opens floor to receive any comment from the public*
 - e. *Council provides direction to staff on how to proceed on the proposed Parks Grant Application*

2. City Council discussion and consideration of the City of Mendota's goals and priorities for the 2025 Federal and State Advocacy Meetings.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *Council provides direction to staff on how to proceed*

3. City Council discussion and consideration of **Resolution No. 25-16**, designating surplus real property and approving a Lease Agreement with La Granja De Favian.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *Council provides input and considers adoption of Resolution No. 25-16*

4. Council discussion and consideration of proposed changes to the City of Mendota Facility Use Policy.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *Council takes action as appropriate*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

2. City Engineer
 - a) Update

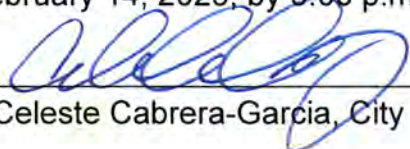
3. City Attorney

4. City Manager

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, February 18, 2025, was posted on the outside bulletin board located at City Hall, 643 Quince Street, Mendota, California 93640, and at the City Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on Friday, February 14, 2025, by 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk

City of Mendota

Proclamation No. 25-02

Proclaiming the month of February 2025 as Teen Dating Violence Awareness Month and Urging all Residents of Mendota to Work Together to End the Cycle of Violence in our Community

WHEREAS, each year, an estimated 1 in 3 teens is physically, emotionally, or verbally abused by a dating partner; and

WHEREAS, survivors of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as use of alcohol, tobacco, and other drugs; and

WHEREAS, parents and guardians are encouraged to speak to their teens about healthy relationships, boundaries, and dangers of teen dating violence; and

WHEREAS, each February, the formal recognition of Teen Dating Violence Awareness Month allows the community to acknowledge and show their support for survivors and advocates to end of the cycle of abuse through education; and

WHEREAS, Wear Orange Day, February 11, is a national day dedicated to raising awareness on teen dating violence, to supporting survivors, and to preventing abuse before it starts; and

WHEREAS, a partnership of schools across Fresno County emerged to directly confront this crisis and are achieving success. The Marjaree Mason Center, along with its kNOw MORE® Peer Educators, are helping in the effort to prevent and end teen dating violence. We must recognize the compassion and dedication of these professionals and students across Fresno County high schools and middle schools and increase public understanding of this important problem.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Mendota, do hereby proclaim the month of February 2025 as Teen Dating Violence Awareness Month and urge all citizens of Mendota to work together to end the cycle of violence in our community.

Victor Martinez, Mayor



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

February 4, 2025

Meeting called to order by Mayor Martinez at 6:02 PM

Roll Call

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

Council Members Absent: None

Flag salute led by Council Member Libertad “Liberty” Lopez

Invocation led by Police Chaplain Robert Salinas

Mayor Martinez requested that everyone keep the immigrant community in their prayers.

FINALIZE THE AGENDA

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

A motion was made by Mayor Pro Tem Alonso to adopt the agenda, seconded by Council Member Riofrio; unanimously approved (5 ayes).

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Riofrio thanked those in attendance; commented on the roles and responsibilities of several staff members; thanked Fire Battalion Chief Christopher Miller and Police Chaplain Robert Salinas for their service; congratulated Mayor Martinez for his

election as Chairperson of the Fresno Council of Governments (“FCOG”); and commented on the purpose of the FCOG.

Council Member Lopez commented on a recent community meeting regarding immigration reform; stated that she had the opportunity to participate in a local school rally; commented on National Pizza Day including a local workshop that will be held by Fresno Regional Workforce Connection in celebration of National Pizza Day; an upcoming career fair that will take place at the Andrew Firebaugh Community Center and the services that are offered by Fresno Regional Workforce Connection.

Mayor Pro Tem Alonso shared a statement regarding the Eastside Streetlight Project; shared that he attended Congressman Adam Gray’s swearing in ceremony and invited him to visit Mendota; and commented on a recent community meeting regarding immigration reform.

Council Member Mendoza thanked those in attendance; commented on a recent community meeting regarding immigration reform; having a banner program for Autism Awareness Month; provided an update on a recent meeting of the Airport Land Plan subcommittee, including a proposal of developing a golf course, sports complex, and housing; and commented on the upcoming drag racing event that will take place at the William Robert Johnston Municipal Airport.

2. Mayor

Mayor Martinez stated that the City Council is actively working to address problems that the City faces; commented on conversations that he has had with other elected officials and farmers regarding the fear that immigrants have; congratulated the City of Mendota and Provost and Pritchard Consulting Group for winning the award for their Safe Routes to School Master Plan project; commented on FCOG allocating funding for Safe Routes to School projects; Measure C funding that will be allocated for passing lanes on State Highways 33 and 180; the bid opening for the Derrick & Oller Roundabout project; the Eastside Streetlight project; upcoming road improvement projects; and thanked the Council and staff for their work.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Ofelia Ochoa commented on immigration issues; and requested clarification on the differences of vehicles used by different law enforcement agencies.

Discussion was held on the comments made by Ms. Ochoa.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of January 21, 2025.
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 Alonso to approve items 1 and 2, seconded by Council Member Riofrio; unanimously approved (5 ayes).

CONSENT CALENDAR

1. JANUARY 10, 2025 THROUGH JANUARY 27, 2025
 - a. WARRANT LIST CHECK NOS. 55837 THROUGH 55962
 - b. TOTAL FOR COUNCIL APPROVAL = \$1,078,455.16
2. Proposed adoption of **Resolution No. 25-09**, approving the Second Amendment to the Translation Services Agreement with Patricia Lyons dba Lyons Interpreting and Translation.
3. Proposed adoption of **Resolution No. 25-10**, approving the dissolution of inactive City of Mendota sub-committees.
4. Proposed adoption of **Resolution No. 25-11**, supporting and implementing timely use of funding in the matter of project delivery schedules for Federal Transportation Project Selection.
5. Proposed authorization of correspondence to United States Senator Padilla inviting him to visit the City of Mendota.

A request was made to pull Consent Calendar items 2 and 3 for discussion.

A motion was made by Council Member Riofrio to approve items 1, 4, and 5 of the Consent Calendar, seconded by Mayor Pro Tem Alonso; unanimously approved (5 ayes).

2. Proposed adoption of **Resolution No. 25-09**, approving the Second Amendment to the Translation Services Agreement with Patricia Lyons dba Lyons Interpreting and Translation.

Discussion was held on the item.

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 Pro Tem Alonso to approve item 2 of the Consent Calendar, seconded by Council Member Riofrio; unanimously approved (5 ayes).

3. Proposed adoption of **Resolution No. 25-10**, approving the dissolution of inactive City of Mendota sub-committees.

At 6:54 p.m. Mayor Martinez left the Council Chambers and returned at 6:56 p.m.

Discussion was held on the item.

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 Pro Tem Alonso to approve item 3 of the Consent Calendar, seconded by Council Member Riofrio; unanimously approved (5 ayes).

BUSINESS

1. Council and consideration of Resolution **No. 25-12**, calling for bipartisan cooperation on immigration reform to foster a safe, stable, and fear-free environment for all of our residents.

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

Discussion was held on the item.

At 7:00 p.m. Council Member Mendoza left the Council Chambers and returned at 7:02 p.m.

Ofelia Ochoa commented on the item.

Discussion was held on the comments made by Ms. Ochoa.

A motion was made by Mayor Pro Tem Alonso to adopt Resolution No 25-12, seconded by Council Member Lopez; unanimously approved (5 ayes).

2. City Council discussion and consideration of the City of Mendota's Facility Use Policy.

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

Discussion was held on the item.

Omar Gomez commented on the item.

Robert Salinas commented on the item.

Raymond Aquino commented on the item.

Discussion was held on the item.

A motion was made by Mayor Martinez to direct staff to determine solutions to the concerns that the City Council shared regarding the Facility Use Policy and the condition and maintenance of the Danny Trejo Soccer Field, and to bring back the proposed solutions for further discussion at the next City Council meeting, and the motion was approved based on a City Council consensus.

3. City Council discussion and consideration **Resolution No. 25-13**, authorizing the formation of a City Council Ad Hoc Subcommittee to meet with housing developers and to discuss housing options in the City.

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

Discussion was held on the item.

A motion was made by Council Member Riofrio to adopt Resolution No 25-13, seconded by Mayor Pro Tem Alonso; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Attorney

Assistant City Attorney Castro reported that he was working on various tasks.

Discussion was held on whether Element 7's development agreement requires them to donate funding to the Mendota Community Corporation; and the City's abatement processes.

2. City Manager
 - a) Update on Airport Land Plan

City Manager Gonzalez provided an update on a recent Airport Land Plan subcommittee meeting; the Eastside Streetlight project; the bid opening for the Derrick and Oller Roundabout project; and stated he will be attending the CalCities City Manager's Conference.

Discussion was held on loose dogs in the community; the noise ordinance; the need to apply for grants; trash build up throughout the City and issues with the City's dispatch services.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APN 013-050-21T
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Karina Beltran
Under Negotiation: Price and Terms of Payment

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case).

At 8:12 p.m. the City Council moved into closed session.

At 8:47 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 and 2 there were no reportable actions.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:47 p.m. by Mayor Pro Tem Alonso, seconded by Council Member Lopez; unanimously approved (5 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
01/29/2025 - 02/07/2025
CK# 055963 - 056009

Check Date	Check Number	Check Amount	Vendor Name	Department	Description
January 29, 2025	55963	\$ 185,783.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 1/13/2025 - 1/26/2025
January 31, 2025	55964	\$ 80.98	ACE TROPHY SHOP	GENERAL	NAME PLATES FOR CITY COUNCIL
January 31, 2025	55965	\$ 324.12	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICE - DMV & CITY HALL 2/13/2025 - 3/12/2025
January 31, 2025	55966	\$ 44,061.86	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR FEBRUARY 2025
January 31, 2025	55967	\$ 273.84	AUTOZONE, INC.	GENERAL, WATER, SEWER	SUPPLIES FOR ALL DEPARTMENTS: (1) NOCO BATTERY TERMINAL, (1) DURALAST BATTERY
January 31, 2025	55968	\$ 250.00	CCAC	GENERAL, WATER, SEWER	CITY CLERKS ASSOCIATION OF CALIFORNIA MEMBERSHIP FEES
January 31, 2025	55969	\$ 623.00	CROWN SERVICES CO.	GENERAL, SEWER	CROWN REMOVAL: 2TLT & SNK PRORATE - 350 SORENSEN & TOILET W/SINK 1XWK - 1300 2NDST- WWTP 12/20/2024 - 1/16/2025
January 31, 2025	55970	\$ 8,811.00	FERGUSON ENTERPRISES, INC 1423	GENERAL	WATER FACILITY REPAIR SUPPLIES - (3) FLG CHK, (3)SPRG KIT, (6) RNG GSKT, (1) EYE WEB SLING, (2) 1X15 RAT W/VINYL OPEN HOOK
January 31, 2025	55971	\$ 870.00	GONZALEZ TOWING & TRANSPORT	GENERAL, WATER, SEWER	TOWING SERVICES - CHEVY TAHOE
January 31, 2025	55972	\$ 155.51	GRAINGER INC.	WATER	WATER DEPARTMENT SUPPLIES - (1) HOT WATER HOSE, 3/8IN.50FT MANUFACTURER
January 31, 2025	55973	\$ 2,423.90	HD SUPPLY WHITE CAP CONSTRUCTION	STREETS	SUPPLIES FOR THE STREET LIGHT PROJECT - (36) 36"SONO TUBE RAINGUARD COLUMN FORM SOLD/FOOT
January 31, 2025	55974	\$ 6,944.00	LEAGUE OF CALIFORNIA CITIES	GENERAL	MEMBERSHIP DUES FOR CALENDAR YEAR 2025
January 31, 2025	55975	\$ 148.39	METRO UNIFORM	GENERAL	TACTICAL SPORT 2 TALL K.W.SMITH FOR POLICE DEPARTMENT
January 31, 2025	55976	\$ 497.56	OFFICE DEPOT	GENERAL, WATER, SEWER	OFFICE SUPPLIES
January 31, 2025	55977	\$ 33,550.40	PG&E	GENERAL, WATER, SEWER, STREETS	CITYWIDE UTILITIES FOR 12/06/2025 - 01/06/2025
January 31, 2025	55978	\$ 94,745.80	PROVOST & PRITCHARD	GENERAL, WATER, SEWER, STREETS	PROFESSIONAL SERVICES: ROJAS PIERCE PARK & 2024 LOCAL ST IMPROVEMENTS FOR DECEMBER 2024
January 31, 2025	55979	\$ 30.00	RAMON'S TIRE & AUTO SERVICE	GENERAL	2020 FORD - INTERCEPTOR:(1) TIRE REPAIR FOR POLICE DEPARTMENT
January 31, 2025	55980	\$ 495.00	TECH MASTER PEST MANAGEMENT	GENERAL, WATER, SEWER	PEST CONTROL SERVICE ROJAS PARK (PUBLIC WORKS) & PEST CONTROL SERVICE CITY HALL & DMV
January 31, 2025	55981	\$ 1,635.46	HOME DEPOT	GENERAL, STREETS	PAINT SUPPLIES FOR PARKS AND STREETS
January 31, 2025	55982	\$ 485.30	VALLEY FARM SUPPLY STORES INC.	GENERAL	CHAIN & CHAIN SAW FOR POOL PARK MAINTENANCE
February 7, 2025	55983	\$ 3,455.93	ACME ROTARY BROOM SERVICE	STREETS	SUPPLIES FOR STREET SWEEPER - 58"ALL PRO STRIP BRUSH SET & (179) SCHWARZE AVALANCHE FTR BROOMS
February 7, 2025	55984	\$ 59.65	AG & INDUSTRIAL SUPPLY INC.	STREETS	SEWER & STREET SUPPLIES - (3) GLOBAL FITTING & (3) HYD HOSE 1/4 2WIRE
February 7, 2025	55985	\$ 559.36	AMAZON CAPITAL SERVICES, INC	GENERAL, WATER, SEWER	FRONT OFFICE SUPPLIES: W-2 FORMS, RECORDERS, GLOVES, TOWELS
February 7, 2025	55986	\$ 1,725.06	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT PHONE SERVICE 12/12/2025 - 01/11/2025
February 7, 2025	55987	\$ 510.64	AVIDWATER, LLC	WATER, SEWER	WATER AND SEWER DEPARTMENT SUPPLIES : (2) MALE & (1) FEMALE CAM ADAPTER, (40) SUCTION HOSE
February 7, 2025	55988	\$ 623.25	BSK ASSOCIATES	WATER, SEWER	WEEKLY TREATMENT AND DISTRIBUTION FOR 1/21/2025 & 1/28/2025 & WEEKLY GRAB SAMPLE BOD,TDS, FOR 1/21/2025
February 7, 2025	55989	\$ 209.08	FLEXT PRINT, LLC	GENERAL, WATER, SEWER	LOW & HIGH DENSITY & MONO COLOR LINES
February 7, 2025	55990	\$ 1,171.20	CENTRAL VALLEY	GENERAL	TRAFFIC CITATION BOOKS FOR POLICE DEPARTMENT
February 7, 2025	55991	\$ 893.01	COAST ALUMINUM, INC.	SEWER	BACKSPLASH FOR SEWER 125SH52.125X48"X144"FLAT SHEET5052-H3
February 7, 2025	55992	\$ 775.14	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR JANUARY 2025
February 7, 2025	55993	\$ 175.00	CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	ASSISTING WITH PAYROLL CHANGES 1/23/2025
February 7, 2025	55994	\$ 293.19	FRESNO CITY COLLEGE	GENERAL	REGISTRATION POST SUPERVISOR GREGORY P. HOUSER
February 7, 2025	55995	\$ 249.03	GRAINGER INC.	GENERAL	NONSPIKE FLARES FOR THE POLICE DEPARTMENT

CITY OF MENDOTA
 CASH DISBURSEMENTS
 01/29/2025 - 02/07/2025
 CK# 055963 - 056009

February 7, 2025	55996	\$ 44,016.32	ICAD INC.	SEWER	INVOICE 2 OF 3 @ 45% MATERIALS PANEL HARDWARE / SCADA SOFTWARE
February 7, 2025	55997	\$ 1,424.63	JON'S FLAGS & POLES INC	GENERAL	FLAGS AND POLES FOR PARKS
February 7, 2025	55998	\$ 1,554.85	SIMPLOT GROWER SOLUTIONS	WATER, SEWER	SUPPLIES FOR WEED ABATEMENT - (10) GAL+ ROUNDUP POWERMAX 3 (2.5g)(10) OZS+ TREEVIX (40) GAL+ROUNDUP POWERMAX 3 (2.5G)
February 7, 2025	55999	\$ 76.85	JENNIFER LEKUMBERRY	GENERAL, WATER, SEWER	2025 LCW PUBLIC SECTOR EMPLOYMENT LAW ANNUAL CONFERENCE
February 7, 2025	56000	\$ 349.84	MID-VALLEY DISTRIBUTORS, INC.	GENERAL	POOL PARK LIGHTING - (12) 1X3FT ANCHOR BOLT W/2NUTS&2FW
February 7, 2025	56001	\$ 243.79	NOTORIOUS GRAFIX	GENERAL	SHIRTS FOR COUNCIL
February 7, 2025	56002	\$ 1,286.22	OFFICE DEPOT	GENERAL, WATER, SEWER	OFFICE SUPPLIES
February 7, 2025	56003	\$ 150.48	R.G. EQUIPMENT COMPANY	GENERAL	(1) REWIND STARTER, (2) ENGINE GEARBOX BLADE BELT-V FOR MOWER REPAIRS
February 7, 2025	56004	\$ 90.00	RAMON'S TIRE & AUTO SERVICE	GENERAL, STREETS	UNIT #2-TIRE REPAIR (INSIDE PATCH) FOR PD & STREET SWEEPER: TIRE REPAIR (INSIDE PATCH)
February 7, 2025	56005	\$ 26,875.00	STEPHEN A. SMECK & CO	GENERAL, WATER, STREETS, REFUSE	ACCOUNTING & CONSULTING WORK PERFORMED 6/1/2024 - 1/31/2025
February 7, 2025	56006	\$ 2,943.53	SORENSEN MACHINE WORKS	GENERAL, WATER, SEWER, STREETS	JANUARY 2025 CITYWIDE DEPARTMENT SUPPLIES
February 7, 2025	56007	\$ 9,135.25	WANGER JONES HELSLEY PC ATTORN	GENERAL, WATER, SEWER	GENERAL LEGAL SERVICE FOR JANUARY 15, 2025 & LEGAL SERVICES: BB RANCH FOR JANUARY 15, 2025
February 7, 2025	56008	\$ 66.96	WECO	GENERAL, WATER, SEWER	RENT CYLINDER ACENTYL, OXYGEND, OXYGENK 12/31/2024 - 1/31/2025
February 7, 2025	56009	\$ 67.59	FEDERICO GALLARDO	WATER	MO CUSTOMER REFUND FOR GAL0051
		\$ 481,169.97			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ACM
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVAL OF THE FACILITIES CUSTODIAN POSITION JOB DESCRIPTION AND SALARY AND AUTHORIZATION TO FILL THE POSITION
DATE: FEBRUARY 18, 2025

ISSUE

Shall the City Council adopt Resolution No. 25-14, authorizing the creation of the position of Facilities Custodian and approving its respective job description and salary schedule?

BACKGROUND

During labor negotiations, the City of Mendota (“City”) agreed to explore outsourcing janitorial services. However, after thorough research and agreement from AFSCME, it was decided to proceed with creating a new position dedicated to facility maintenance. This position will focus on comprehensive tasks such as cleaning, maintenance, and minor repairs. The City of Mendota currently manages multiple municipal buildings and outdoor spaces, including office buildings, parking lots, and recreational facilities, all of which require consistent and thorough custodial services to maintain cleanliness and functionality. Currently, custodial tasks are handled by the City’s Maintenance Workers. Creating a dedicated Facilities Custodian position will streamline operations, improve service quality, and ensure better upkeep of City facilities.

ANALYSIS

The creation of the Facilities Custodian position will streamline custodial duties across all City-owned facilities, reducing the reliance on maintenance workers who are tasked with a wide range of other public works projects. This dedicated position will focus on detailed cleaning, waste management, minor repairs, and event support, allowing maintenance workers to prioritize more technical and specialized tasks. By centralizing custodial work, the position will enhance operational efficiency and ensure consistent upkeep of City facilities. The salary schedule for the position is recommended as follows:

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Facilities Custodian	\$21.2619	\$22.3250	\$23.4413	\$24.6134	\$25.8440	\$27.1362

FISCAL IMPACT

Based on step 1 of the proposed salary schedule the approximate fiscal impact for the first year is \$47,668 which will be paid from the General, Water, and Sewer Funds. This amount does not include the costs for health insurance, which may vary due to several factors. Additionally, merit increases will be applied each year, which may result in an increase in the overall cost.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 25-14, authorizing the creation of the position of Facilities Custodian and approving its respective job description and salary schedule.

Attachments:

1. Resolution No. 25-14
2. Exhibit "A" - Job Description for Facilities Custodian

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

RESOLUTION NO. 25-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA
AUTHORIZING THE CREATION OF THE POSITION OF FACILITIES CUSTODIAN
AND APPROVING ITS RESPECTIVE JOB DESCRIPTION AND SALARY SCHEDULE**

WHEREAS, the City of Mendota (“City”) has identified the need to enhance the Public Works Department by creating a position dedicated to the upkeep and maintenance of all city facilities; and

WHEREAS, the City Council recognizes the importance of maintaining clean, safe, and functional city facilities for the benefit of all employees, residents, and visitors; and

WHEREAS, the City Council has chosen to create a dedicated position for facility maintenance rather than outsourcing the service to an external provider; and

WHEREAS, the City Council determines that the adoption of this Resolution is in the best interest of the City’s public’s health, safety and general welfare; and

WHEREAS, the City has established the salary schedule below for the Facilities Custodian as well as the job description attached as Exhibit “A”.

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Facilities Custodian	\$21.2619	\$22.3250	\$23.4413	\$24.6134	\$25.8440	\$27.1362

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the job description and salary schedule for the newly created Facilities Custodian position and directs staff to proceed with filling the position.

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 Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

CITY OF MENDOTA FACILITIES CUSTODIAN

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under the direction of the Public Works Superintendent, this position is responsible for the maintenance and cleaning of all the municipal facilities operated by the City of Mendota. These sites include City parks, facilities, and general government facilities; includes light maintenance work, cleaning and ordering necessary supplies; and to perform related work as required. Assists other employees when needed.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from a Public Works Superintendent or a Public Works Maintenance Lead Worker. Incumbents of this class do not routinely exercise supervision, however may supervise the participants of work placement/ work experience programs.

ESSENTIAL FUNCTIONS:

The Facilities Custodian is responsible for performing custodial duties across all City-owned buildings, including cleaning, sanitizing, and maintaining interior and exterior areas. This includes inspecting buildings and grounds for maintenance needs, reporting issues, and performing minor repairs as required.

Key duties include cleaning and sanitizing restrooms, replenishing supplies, sweeping, mopping, vacuuming, stripping, waxing, and polishing floors, and dusting furniture, fixtures, and equipment. The Custodian will also clean windows, mirrors, walls, doors, and other surfaces to maintain cleanliness. Waste management, including emptying and sanitizing waste receptacles and disposing of waste and recyclables, is an essential responsibility. The Custodian will move and arrange furniture, set up spaces for meetings and events, replace water bottles, change light bulbs, and clean light fixtures, blinds, and shades as needed.

The role also involves maintaining the exterior of the building, such as sweeping walkways and ensuring the cleanliness of building perimeters. The Custodian will set up and operate PA systems for events, and secure facilities by setting alarms and locking doors at the end of each shift.

Additionally, the Facilities Custodian will manage custodial supplies, ordering and maintaining inventory, organizing, and rotating stock, and keeping accurate records. The Custodian is also responsible for distributing supplies to staff and ensuring restrooms are stocked with necessary products.

Finally, the Custodian will assist with City events, providing logistical support such as delivering supplies, arranging spaces, decorating, and setting up for meetings and events.

WORKING CONDITIONS:

The Facilities Custodian will work in both indoor and outdoor environments across various City-owned buildings and grounds, including office buildings, community centers, parks, and recreational facilities. Outdoor tasks may involve maintaining walkways, parking lots, and exterior building areas.

The role requires frequent physical activity, including lifting, carrying, bending, reaching, walking, and standing for extended periods. Custodians may need to lift heavy objects, such as cleaning equipment, furniture, or trash bags, and perform tasks at heights (e.g., using ladders to clean light fixtures or windows).

Custodians may be exposed to cleaning chemicals, sharp objects, and other workplace hazards. Personal protective equipment (PPE), such as gloves, goggles, masks, and safety shoes, must be worn when handling cleaning agents or performing physically demanding tasks. Outdoor work may expose custodians to varying weather conditions, including extreme heat, cold, or rain.

Flexible hours are required, including early mornings, evenings, weekends, and occasional night shifts, depending on the City's needs. Custodians may also need to work during special events, holidays, or emergency situations.

The position requires the use of various cleaning tools and equipment, such as vacuums, mops, brooms, floor buffers, and pressure washers, as well as minor repair tools for routine maintenance. Custodians must handle and maintain tools safely and report any malfunctions.

A professional, customer-service-oriented demeanor is essential, particularly when interacting with building occupants, staff, or the public in community or recreational facilities. The role involves repetitive tasks requiring attention to detail and consistent quality, and may be physically demanding, requiring stamina throughout the shift. Duties may be adjusted based on seasonal needs.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience, which has provided the knowledge, skills and abilities necessary for a Facilities Custodian. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience of custodial and maintenance experience and a high school diploma or equivalent.

License/Certificate

Possession and maintenance of a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS:

(The following are a representative sample of the KAS's necessary to perform essential duties of the position)

Knowledge of:

The Facilities Custodian must be knowledgeable in custodial maintenance practices, tools, and cleaning supplies, ensuring efficient and effective use. The role requires awareness of occupational hazards and safety practices to maintain a safe work environment. Additionally, the Custodian should be familiar with safe driving practices, especially when transporting supplies or traveling between City facilities.

Ability to:

The Facilities Custodian is responsible for cleaning and maintaining assigned areas and equipment. The position requires the ability to understand and follow both oral and written instructions, and to work independently with minimal supervision. Strong communication skills are essential, as the Facilities Custodian must be able to clearly and concisely communicate both orally and in writing. The role also

requires the ability to establish and maintain positive and effective working relationships with coworkers, supervisors, and others encountered in the course of work.

Skill to:

The Facilities Custodian must have a strong attention to detail to ensure that all areas are thoroughly cleaned and maintained to the highest standards of cleanliness and safety. The role requires the ability to operate a variety of custodial maintenance equipment, such as vacuums, floor buffers, and pressure washers, in a safe and effective manner. Time management skills are essential, with the ability to prioritize tasks, manage time effectively, and complete assignments independently with minimal supervision. Strong verbal and written communication skills are required, as the Facilities Custodian must be able to follow instructions clearly and interact professionally with coworkers, supervisors, and the public.

The position also requires problem-solving skills to identify maintenance issues or areas requiring attention and take appropriate action. Physical stamina is necessary, as the job involves performing physically demanding tasks such as lifting, bending, and standing for extended periods. The Facilities Custodian must have the ability to safely operate a motor vehicle to travel between City facilities or transport supplies as needed. Finally, the ability to work collaboratively in a team environment while maintaining positive and respectful relationships with others is essential.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AWARDING THE CONSTRUCTION CONTRACT FOR THE DERRICK & OLLER ROUNDABOUT TO AGEE CONSTRUCTION CORPORATION IN THE AMOUNT OF \$3,083,542.00
DATE: FEBRUARY 18, 2025

ISSUE

Shall the City Council adopt Resolution No. 25-15, awarding the construction contract for the Derrick & Oller Roundabout to Agee Construction Corporation in the amount of \$3,083,542.00?

BACKGROUND

The City of Mendota (“City”) has entered into a Cooperative Agreement with Caltrans to design and construct the Derrick & Oller Roundabout at the intersection of Derrick Avenue (SR 33) and Oller Street (SR 180) utilizing local transportation funds, Caltrans State Minor A funds and Federal Congestion Management and Air Quality (“CMAQ”).

The City has completed right of way clearance, environmental review (CEQA & NEPA) and construction documents. On August 8, 2024, Caltrans gave authorization for construction funding and on October 22, 2024, the California Transportation Commission authorized Caltrans’ Minor A funding.

The request for bids was initially advertised in the Business Journal and construction documents (plans and specifications) were made available to contractors through local Builder’s Exchanges on Monday, December 16, 2024 and advertised again on Friday, December 20, 2024. On Tuesday, February 4, 2025 at 2:00 p.m. the public bid opening was held at City Hall. Five general contractors attended and submitted bids, along with staff and the City Engineer. The bids were as follows:

CONTRACTOR	BASE BID AMOUNT
Agee Construction	\$3,083,542.00
Central Valley Asphalt	\$3,344,957.00
Avison Construction	\$3,478,941.00
RJ Berry Jr, Inc.	\$3,599,166.00
American Paving Co.	\$3,732,438.30

ANALYSIS

The City Engineer has reviewed the submitted bid packages. The apparent lowest bidder, Agee Construction Corporation, and their bid package was reviewed and found to be complete and responsive. They also exceeded the Disadvantaged Business Enterprise (“DBE”) goal of 21% with a 52.4% DBE participation. Agee Construction has a good reputation for street projects and is a licensed Class A contractor.

The Engineer’s Estimate for the project was \$3,974,864.00, so this bid received present a good value to the City.

We will work with the contractor for scheduling, but work is anticipated to start in April and continue into September.

FISCAL IMPACT

The City has been awarded and authorized to utilize the CMAQ Funding and Caltrans received authorization for the Minor A (SHOPP) funding, as shown in the budget below.

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL Y400	LOCAL	OTHER (STATE) SHOPP
Contract Items: \$3,974,864 Contingencies: \$397,486 Total: \$4,372,350							
Construction	Lump Sum	\$4,372,350.00	\$4,372,350.00	51.34%	\$2,244,838.00	\$877,512.00	\$1,250,000.00
Agency Construction Engineering		\$230,000.00	\$230,000.00	88.53%	\$203,619.00	\$26,381.00	\$0.00
Totals:		\$4,602,350.00	\$4,602,350.00		\$2,448,457.00	\$903,893.00	\$1,250,000.00

The lowest responsive and responsible bid price is about 20% lower than the Engineer’s Estimate and fits within the budget. This also allows CMAQ funding for the City to add landscaping improvements to the center island and the adjacent landscape areas. The City will submit for and receive reimbursement for 88.53% of the total CMAQ funding. The City will also request reimbursement from Caltrans for the Minor A funding. Additional expenses to the City will be for Construction Engineering (Administration, Management and Testing services) as well as coordination with the California Highway Patrol for traffic safety. City (“Local”) expenses will be paid for out of the City’s Enterprise Street Fund (Gas Tax, LTF, Measure C) and were budgeted for in the adopted FY 2024-2025 Annual Budget. This project will not impact the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt resolution 25-15, awarding the contract for construction of the Derrick & Oller Roundabout to the lowest responsible, responsive bidder, Agee Construction Corporation in the total amount of \$3,083,542.00 and authorizing the City Manager or his designee to execute all documents necessary for the completion of the Project.

Attachment:

1. Resolution No. 25-15

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

RESOLUTION NO. 25-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA AWARDING
THE CONSTRUCTION CONTRACT FOR THE DERRICK & OLLER ROUNDABOUT
TO AGEE CONSTRUCTION CORPORATION IN THE AMOUNT OF \$3,083,542.00**

WHEREAS, in 2014 and 2022 the City of Mendota (“City”) was awarded \$650,000 and \$1,798,457, respectively, in Federal CMAQ regional complete bid funds for the construction of a roundabout at the intersection of Derrick Avenue & Oller Street (the “Project”); and

WHEREAS, Derrick Avenue is State Route 33 and Oller Street is State Route 180, both under the jurisdiction of the California Department of Transportation (“Caltrans”); and

WHEREAS, Caltrans has agreed to partner with the City to move the project forward to construction and provide \$1,250,000 in Minor A SHOPP funds towards the construction of the project; and

WHEREAS, all right of way and environmental clearances (CEQA & NEPA) have been obtained; and

WHEREAS, on August 8, 2024 the City received authorization for the CMAQ funding for construction from Caltrans and on October 22, 2024 the California Transportation Commission authorized the SHOPP funding; and

WHEREAS, on December 16, 2024 and December 20, 2024 notice was published in the Business Journal and regional Builder’s Exchanges notifying all interested parties to submit bids for the project; and

WHEREAS, a public bid opening was held promptly after the deadline published in the notice on Tuesday, February 4, 2025 at 2:00 p.m. at City Hall; and

WHEREAS, five (5) companies submitted bids before the deadline; and

WHEREAS, the apparent lowest responsible bidder was Agee Construction Corporation and who’s proposal was found to be responsive and within the overall project budget; and

WHEREAS, the City has budgeted for the local costs of the project in the adopted Fiscal Year 2024-2025 Annual Budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby awards the construction contract for the Derrick & Oller Roundabout to Agee Construction Corporation in the amount of \$3,083,542.00 and authorizes the City Manager or his designee to execute all documents necessary for the completion of the Project.

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 Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk



CITY OF MENDOTA

"Cantaloupe Center Of The World"

February 4, 2025

To: Farmers and Community Leaders

Subject: A Call for Unity in Supporting Our Workforce and Agriculture

Dear Farmers and leaders of California,

I write to you today as the Mayor of Mendota, the heart of agriculture in our state, to express my deep appreciation for the hard work and dedication you bring to our fields, our economy, and our communities. Agriculture is the backbone of California, and it thrives because of the commitment of farmers and the labor force that supports this essential industry.

As we all know, the success of our farms depends on the hands that harvest our crops, the hardworking men and women who labor in the fields under the sun, ensuring food reaches the tables of millions across the country. Many of these workers are immigrants, individuals who do not have a criminal background but rather honest, dedicated people seeking only to provide for their families and contribute to the prosperity of our state.

I urge you to join me in advocating for a fair and comprehensive immigration reform, one that recognizes the contributions of undocumented workers who have built their lives here through years of hard work and sacrifice. Good, non-criminal immigrants cannot be living in fear. These individuals are not strangers to us; they are our neighbors, our coworkers, and an essential part of California's agricultural economy. They deserve a pathway to stability, one that allows them to continue working legally without fear, so they can thrive alongside us.

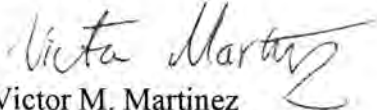
Furthermore, it is important to recognize that mass deportation does not work and is not the solution. Removing hardworking people from their jobs, their families, and their communities weakens our economy, disrupts our food supply, and creates unnecessary suffering. The answer is not to take people away from their livelihoods but to create a fair and just system that allows them to continue contributing to our state in a meaningful way.

Additionally, I ask for your support in securing reliable water resources for our farms. Water is the lifeline of agriculture, and without it, our industry and workforce suffer. We must work together, farmers, laborers, and policymakers to push for long-term solutions that ensure our fields remain productive and our communities remain strong.

Agriculture unites us. Regardless of our backgrounds, we share a common purpose: to feed, to build, and to sustain. Let us stand together in urging our leaders to enact policies that support both our workforce and our farmlands, the time is now! With unity and collective action, we can make a difference not just for our industry, but for the future of California.

Thank you for all you do, and I look forward to meeting you and standing with you in this effort. You can reach me at [REDACTED] and at victor@cityofmendota.com.

Sincerely,



Victor M. Martinez
Mayor of City of Mendota

[REDACTED]
victor@cityofmendota.com
City of Mendota, California



CITY OF MENDOTA

"Cantaloupe Center Of The World"

February 11, 2025

To Whom It May Concern,

On behalf of the City of Mendota, I am writing to express strong support for the continued operation of the Head Start program in the community of Cantua Creek. This program is an essential resource for families in rural communities, providing critical early childhood education, nutrition, and family support services that help shape the future of our children.

The Head Start program in Cantua Creek serves some of the most vulnerable children and families in our region. For many low-income and working-class families, this program is the only accessible early education opportunity, ensuring that children enter kindergarten ready to learn and succeed. Additionally, Head Start offers vital support to parents, helping them with resources such as job training, parenting education, and social services that strengthen the entire community.

Closing this much-needed program would have devastating consequences. Families in Cantua Creek already face significant challenges due to geographic isolation and limited access to essential services. Without Head Start, many children will lose access to a safe and nurturing educational environment, which could lead to long-term setbacks in their academic and personal development. Moreover, the loss of this program would put additional strain on families who rely on Head Start for childcare while they work or pursue educational opportunities.

As a neighboring city, Mendota understands the importance of investing in early childhood education, particularly in rural communities where resources are scarce. Keeping the Cantua Creek Head Start program open is not just a matter of education — it is a matter of equity, opportunity, and community well-being.

We urge all decision-makers involved to prioritize the needs of the children and families in Cantua Creek and ensure the continued operation of this essential program. The future of our communities depends on the opportunities we provide for our youngest and most vulnerable members.

Thank you for your time and consideration.

Sincerely,

Victor M. Martinez
Mayor of City of Mendota



victor@cityofmendota.com
City of Mendota, California

MEMORANDUM

To: City of Mendota

From: Christopher Townsend, President, Townsend Public Affairs, Inc.
 Alex Gibbs, Grants Director, Townsend Public Affairs, Inc.
 Ben Goldeen, Federal Advocacy Director, Townsend Public Affairs, Inc.
 Spencer Street, Senior Associate, Townsend Public Affairs, Inc.

Date: February 18, 2025

Subject: City of Mendota Funding Update

Overview

The purpose of this memo is to provide an update on grant and other funding Townsend Public Affairs has secured for the City of Mendota. As well as pending, and upcoming grant funding opportunities.

Funding Success

The following is a breakdown of the **\$13,665,000** secured in state and federal funding to date.

Name	Award Amount	Project Description	Year
FY 2024: California State Budget Earmark	\$8,000,000	Mendota Community Center at Rojas Pierce Park	2023
FY 2024: Federal Budget Earmark	\$5,000,000	Mendota Pavement Management Project	2024
US Department of Justice: COPS Hiring Grant	\$375,000	Mendota Police Department: Hiring of Sworn Officers	2024
US Department of Justice: COPS Hiring Grant	\$250,000	Mendota Police Department: Hiring of Sworn Officers	2023

California Energy Commission: California Automated Permit Processing Program	\$40,000	Mendota City Website Updates: Solar Automated Permit Processing	2024
Total Funding Secured: \$13,665,000			

Pending Funding

Name	Request Amount	Project Description	Year
FY 2025: Federal Budget Earmark	\$1,000,000	Mendota Community Center at Rojas Pierce Park	2025
Office of Traffic Safety: Office of Traffic Safety Grant Program (OTS)	\$80,300	Mendota Police Department: Motorcycle Acquisition, Equipment, Officer Training	2025
FEMA: Assistance to Firefighters Grant Program (AFG)	\$890,000	Fresno County Fire Protection District: New Firetruck at Mendota Fire Station	2024
CalRecycle: Beverage Container Recycling Grant	\$124,300	Drinking Fountains and Water Bottle Refilling Stations at Mendota Parks and City Buildings	2024
Total Funding Pending: \$2,094,600			

Upcoming Grant Programs

Name	Awards & Match	Description	Timeline
<p>California Highway Patrol</p> <p><u>Cannabis Tax Fund Grant Program</u></p>	<p>No Min Award Amount</p> <p>Max Award Amount: \$1,000,000</p> <p>No Match Required</p>	<p>The Cannabis Tax Fund Grant Program awards grants to local governments that will reduce impaired driving crashes, increase public awareness surrounding the dangers of impaired driving, and make California’s roadways a safer place to travel. Eligible activities include: increasing DUI/DUID enforcement efforts, training on the detection and removal of impaired drivers.</p>	<p>Application Deadline: February 23, 2025</p>
<p>AARP</p> <p><u>2025 AARP Community Challenge</u></p>	<p>No Min Award Amount</p> <p>Max Award Amount: \$25,000</p> <p>Average Award Range: \$10,000–\$12,000</p>	<p>This grant opportunity will accept applications for projects that benefit residents – especially those age 50 and older – in the following categories:</p> <ul style="list-style-type: none"> • Enhancing pedestrian safety by creating safer streets and sidewalks • Expanding high-speed internet access 	<p>Application Deadline: March 5, 2025</p>
<p>California Dept. of Parks and Recreation</p> <p><u>Land and Water Conservation Fund (LWCF) Grant Program</u></p>	<p>Total Funding Available: \$35,000,000</p> <p>No Min Award Amount</p> <p>Max Award Amount: \$6,000,000</p> <p>100% Match Required (Dollar for Dollar)</p>	<p>LWCF grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Acquisition and Development Projects are both eligible, but combination projects are not eligible. Acquisition Projects could include land acquisition to: create a new park, expand an existing park, provide a wildlife corridor that supports public viewing, or provide a recreational/active trail corridor. Development Projects must feature the development of recreation features for outdoor recreation.</p>	<p>Application Deadline: August 5, 2025</p>

<p>California Wildlife Conservation Board</p> <p><u>Public Access Grant Program</u></p>	<p>Funding Available: \$3,000,000</p> <p>No Min or Max Award Amounts</p> <p>No Match Required, but applications with secured cost share will score more points in the "Cost Share" section.</p>	<p>The Public Access Grant Program funds projects that create meaningful outdoor experiences for all Californians. Projects should provide public benefits, leverage funding to produce the greatest benefit, and provide access to natural and wild areas. The Program prioritizes: boating access projects, hunting and fishing projects, and non-consumptive wildlife-oriented recreation. Both planning and implementation grants are to be considered.</p>	<p>Ongoing</p>
<p>Gary Sinise Foundation</p> <p><u>First Responder Grant</u></p>	<p>No Min or Max Award Amounts</p> <p>No Match Required</p> <p>Average Award: \$30,000</p>	<p>The Gary Sinise Foundation's First Responders Grants provide critical funding for emergency relief, training, and essential equipment.</p>	<p>Ongoing</p> <p>Applicants are limited to one application per calendar year regardless of approval or denial of the application.</p>

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

RESOLUTION NO. 25-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA DESIGNATING SURPLUS REAL PROPERTY AND APPROVING A LEASE AGREEMENT WITH LA GRANJA DE FAVIAN

WHEREAS, pursuant to Government Code section 37380 et seq., the City of Mendota (“City”) is empowered to lease real property it owns or controls; and

WHEREAS, the Surplus Land Act, Government Code section 54220 et seq., the City may designate real property it owns in fee simple which is not required for its municipal operations as “surplus land”; and

WHEREAS, the Surplus Land Act requires all local agencies to comply with strict notice and offer requirements designed to advance California’s interest in resolving the state housing crisis before surplus land may be disposed; and

WHEREAS, the Surplus Land Act defines a covered “disposal” of surplus land as either: (i) a sale; or (ii) entering into a lease for a “term longer than 15 years, inclusive of any extension or renewal options included in the terms of the initial lease” (Gov. Code, § 54221, subd. (d)(1)); and

WHEREAS, the City owns certain real property consisting of consisting of approximately eight (8) acres zoned public facilities (P-F) (the “City Parcel”; more commonly known as Fresno County Assessor’s Parcel Number 013-040-21T), and within this is an irregular shaped area of land consisting of approximately four (4) acres (approximately 300 feet in length and varying width), constituting the “Leased Property”; and

WHEREAS, the City Parcel is surplus land because it is not necessary for continued use by the City in support of its day-to-day municipal operations; and

WHEREAS, in 2024, the City was approached by La Granja De Favian, a California non-profit corporation with a principal address of 248 Pucheu Street, Mendota, California 93640 (“La Granja”); and

WHEREAS, La Granja, through its agents, Karina Beltran and Ofelia Ochoa, submitted a proposal to use the Leased Property to develop and operate a non-profit petting zoo that will provide free therapeutic services to children with special needs in the community; and

WHEREAS, if successful, La Granja’s proposal will provide the City’s residents with access to much-needed, free therapeutic services, support access and opportunity within the community, and encourage visitors from throughout Fresno County; and

WHEREAS, leasing the surplus Leased Property to La Granja for a limited number of years would not constitute a prohibited disposition under the provisions of the Surplus Land Act.

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

1. Approves the City entering into a lease agreement with La Granja for the Leased Property, effective on June 1, 2025, pursuant to the terms and conditions contained in the document attached hereto as Exhibit "A" (the "Lease");

2. Directs the City Manager, or his designee, to execute the Lease in substantially the form attached hereto; and

3. Determines the approval of the Lease is exempt under the California Environmental Quality Act ("CEQA") in accordance with Subdivision (b)(3) of Section 15061 of Title 14 of the California Code of Regulations ("CEQA Guidelines"), the Common Sense Exemption, and that no environmental analysis is required here because there is no possibility that this approval will have a significant effect on the environment.

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 Council Chambers located at 725 Riofrio Street, Mendota, California 93640, on the 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “*Lease*”), is made and entered into at Mendota, California, the 1st day of June, 2025 (the “*Effective Date*”), by and between the City of Mendota, a California municipal corporation (the “*City*”), and La Granja De Favian, a California Nonprofit Public Benefit Corporation with its principal address at 248 Pucheu Street, Mendota, CA 93640 (“*Lessee*”). The City and Lessee are collectively referred to in this Lease as the “*Parties*,” and individually as a “*Party*.”

RECITALS

A. **WHEREAS**, the City is the owner of certain real property consisting of approximately 8 acres zoned public facilities (P-F) (the “*City Parcel*”; more commonly known as Fresno County Assessor’s Parcel Number 013-040-21T), and within this is an irregular shaped area of land consisting of approximately four (4) acres (approximately 300 feet in length and varying width), constituting the “*Leased Property*.” The Leased Property is highlighted on the parcel map attached hereto as Exhibit “A,” which is incorporated herein and shall be considered part of this Lease for all purposes.

B. **WHEREAS**, in 2024, Lessee, through its agents, Karina Beltran and Ofelia Ochoa, submitted a proposal to use the Leased Property to develop and operate a non-profit petting zoo that will provide free services to children with special needs in the community. Lessee’s proposal regarding the Leased Property’s future development is attached hereto as Exhibit “B.” This proposal reflects Lessee’s future plans if it is able to secure another agreement to expand the Leased Property to encompass the entire City Parcel after initial development efforts under this Lease.

C. **WHEREAS**, the City desires to lease the Leased Property to an individual or entity capable of operating a non-profit petting zoo providing free services to children with special needs (the “*Project*”) on the Leased Property.

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

LEASE

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. **Lease.** City leases to Lessee, and Lessee leases from the City, the Leased Property pursuant to the strict terms and conditions in this Lease.

3. **Rent.** During the Term, as defined herein, Lessee shall pay the City One Dollar (\$1.00) per year (“**Rent**”), due within five days of the Effective Date (the “**First Payment Date**”) and on the anniversary of the Effective Date thereafter.

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

4. **Term.** The initial term (“**Term**”) of this Lease shall commence on the Effective Date, and shall run for two (2) years. The Term shall automatically renew in one- (1-) year increments (each a “**Renewal Period**”) until the earliest of any of the following events (which shall be referenced herein as “**Terminating Events**”):

4.1. **Expiration.** The Term of this Lease, as may be renewed pursuant to Section 4, shall not exceed a total of ten (10) years under any circumstance whatsoever.

4.2. **Non-Renewal by Either Party.** If either Party provides the other Party written notice of non-renewal (the “**Notice of Non-Renewal**”) at least thirty (30) calendar days before the expiration of the current Renewal Period, the Term shall cease to automatically renew pursuant to Section 4 and this Lease will expire at 5:00 p.m. on the final day of the current Renewal Period. The Notice of Non-Renewal shall specify the time by which Lessee is required to promptly remove all personal property from the Leased Property. If Lessee fails to remove said personal property by the time set forth in the Notice of Non-Renewal, the City may take any necessary action to remove any personal property left at the Leased Property, at the sole expense of Lessee, as permitted by law. Lessee 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.

4.3. **Termination by Mutual Agreement.** This Lease 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 Lessee is required to remove all personal property from the Leased Property. If Lessee 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 Leased Property, at the sole expense of Lessee, as permitted by law. Lessee 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.

4.4. **Commencement of Legal Proceedings.** The City may terminate this Lease 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 Leased Property, the status of the Leased Property as a legal parcel, or the City’s authority to grant a lease for use of the Leased Property. Should the City elect to terminate this Lease pursuant to this Section, the City shall comply with the Notice of Termination procedures set forth in Section 4.7 herein.

4.5. **Condemnation.** If, during the Term, the whole or any portion of the Leased Property is taken under the power of eminent domain, or sold under the threat or exercise of said power (all of which are called “***Condemnation***” herein), this Lease shall terminate on the date that the condemning authority takes title or possession of the Leased Property, whichever occurs first. If more than 25% of the Leased Property is taken by condemnation, Lessee may, at Lessee’s option, to be exercised in writing only within ten (10) calendar days after the City has given Lessee written notice of such taking (or in the absence of such notice, within ten (10) calendar days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Property remaining. Any award for the taking of all or any part of the Leased Property by Condemnation shall be the property of the City, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for loss or damage to Lessee’s trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such Condemnation, the City shall, to the extent of severance damages received by the City in connection with such condemnation, repair any damage to the Leased Property caused by such Condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

4.6. **Destruction of the Leased Property.** If, at any time during the Term, the Leased Property, or a substantial portion thereof, is destroyed by fire, the elements, or any other cause, then this Lease shall terminate at the option of either Party by delivering written notice of termination to the other Party. In the event of the exercise of this option by either Party, Lessee shall immediately surrender the Leased Property to the City and this Lease shall terminate.

4.7. **Termination for Default.** Any of the following events or occurrences shall constitute a material breach of this Lease by Lessee and, after the expiration of any applicable grace period, shall constitute an event of default (each, an “***Event of Default***”):

4.7.1. Lessee’s failure to pay any amount in full when due under this Lease.

4.7.2. Lessee’s failure to perform any obligation under this Lease which by its nature Lessee has no capacity to cure.

4.7.3. Lessee's failure to perform any other obligation under this Lease if the failure has continued for a period of ten (10) calendar days after the City issues a written demand that Lessee cure the failure. If, however, by its nature the failure cannot be cured within ten (10) calendar days, the Lessee must immediately begin diligently acting to cure the failure and request the City agree to a longer cure period. The City shall not be required to provide more than thirty (30) additional calendar days to cure in such an instance.

4.7.4. Abandonment of the Leased Property by Lessee.

4.7.5. Any violation of Section 5.10 on the Leased Property.

Following an Event of Default, the City may, at any time, upon thirty (30) calendar days' advance written notice to Lessee (the "***Notice of Termination***"), terminate this Lease. The Notice of Termination shall specify the time by which Lessee is required to promptly remove all personal property from the Leased Property. If Lessee 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 Leased Property, at the sole expense of Lessee, as permitted by law. Lessee 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. **Permitted Uses.** Unless otherwise previously approved in writing by the City, which consent may be withheld, conditioned, or delayed at the City's sole and absolute discretion, Lessee shall only use the Leased Property as follows:

5.1. **Only for Project-Related Activities.** Lessee shall only use the Leased Property for the purpose of developing and operating Lessee's Project thereon. Lessee shall not use the Leased Property for any other business or private purpose whatsoever.

5.2. **No Third-Party Animals.** Lessee shall not use or store animals that are not owed by Lessee for the sole purpose of the Project on the Leased Property.

5.3. **No Camping.** Lessee shall not allow overnight camping on the Leased Property, whether or not characterized as a Project-related activity, without obtaining the City's advance written consent which may be withheld, conditioned, or delayed at the City's sole and absolute discretion.

5.4. **No Dances, Festivals, Carnivals, or Concerts.** Lessee shall not allow dance, festivals, carnivals, or concert events on the Leased Property, whether or not characterized as a Project-related activity, without obtaining the City's advance written consent which may be withheld, conditioned, or delayed at the City's sole and absolute discretion.

5.5. **No Residences.** Lessee shall not allow any person to take up residence on the Leased Property, whether or not characterized as a Project-related activity.

5.6. **No Nuisance Conditions.** Lessee shall not maintain a public or private nuisance, as defined in the California Civil Code or Mendota Municipal Code, on the Leased Property.

5.7. **No Cost to the Public.** Lessee shall not charge the public for Project-related activities and services. Lessee shall not accept donations from the public in exchange for preferential treatment in connection with Project-related activities and services.

5.8. **No Alcoholic Beverages.** Lessee shall not serve or otherwise allow the service or consumption of alcoholic beverages on the Leased Property.

5.9. **Third-Party Business Requirements.** Lessee shall not allow third-party businesses onto the Leased Property in connection with the Project's operations without first confirming said third-party businesses have obtained all applicable federal, state, and local licenses and approvals required to operate their business.

5.10. **Compliance with All Laws.** Lessee shall comply with all applicable federal, state, and local statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the Leased Property.

5.11. **Licenses and Permits.** Lessee shall procure, at its own cost and expense, all necessary licenses, permits, and land-use approvals from the City or any other governmental agency that may be necessary for the purpose of carrying out the provisions of this Lease.

6. **Improvements.**

6.1. **Advance Approval Required.** Lessee shall not construct, erect, or improve the Leased Property with any structure, permanent or otherwise, without the advance, express, and written consent of the City or its City Manager, which consent shall not be unreasonably withheld. Approval, however, may be conditioned upon the City's receipt of plans and specifications no later than thirty (30) calendar days prior to the scheduled commencement of construction.

6.2. **Improvements at Sole Cost of Lessee.** Any improvement at the Leased Property shall be completed at Lessee's sole cost and expense.

6.3. **Improvements Subject to Applicable Law.** Any improvement at the Leased Property shall be subject to and in accordance with all applicable federal, state, and local laws, regulations, permitting, and approval requirements.

6.4. **Notice of Construction.** At least ten (10) calendar days before any construction commences or materials are delivered for any improvements, whether or not the City's consent is required, Lessee shall give written notice to the City as to when said construction will commence or materials will be delivered. The City shall then have the right to post and maintain on the Leased Property any notice that are required to protect the City and the City's interest in the Leased Property from any liens for work or labor performed or materials furnished in the making of the improvements; provided, however, that it shall be Lessee's duty to keep the Leased Property free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Property.

6.5. **No Liens.** Lessee shall not permit any mechanics', laborers', or materialmen's liens to encumber the Leased Property for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or its agents or contractors.

6.6. **Restoration.** At the end of the Term, the City shall have the right to require Lessee (at Lessee's sole cost and expense) to restore the Leased Property to the same condition as before the Lessee's improvements were placed thereon. If the City does not demand Lessee restore the Leased Property more than thirty (30) calendar days before the end of the Term, all improvements shall become the Leased Property of the City and shall remain on and be surrendered to the City with the Leased Property at the expiration or sooner termination of this Lease.

7. **Surrender of the Leased Property; No Holding Over.** Upon the termination or expiration of the Lease, Lessee shall promptly surrender and deliver the Leased Property to the City in as good of condition and repair as it was on the Effective Date, reasonable wear and tear excepted. Lessee shall not be entitled to hold over for any reason. Nevertheless, if the Lessee holds over following the termination or expiration of the Lease, possession shall be from month-to-month only and shall not work a renewal of this Lease or otherwise extend the Term. Prorated Rent Payment amounts shall be doubled and due monthly during any hold over period.

8. **Removal of Personal Property.** Upon termination of the Lease, Lessee shall remove all of Lessee's personal property from the Leased Property within thirty (30) calendar days, or such other period specified in a written notice accompanying any of the Terminating Events, and shall surrender possession of the Leased Property to the City in good order and repair, unless otherwise agreed by the City.

9. **Lessee's Corporate Form and Authorizations; Inspection.** Lessee shall maintain its official non-profit public benefit corporation status in good standing with the State of California during the entire Term. Lessee shall obtain and maintain during the entire Term, at its sole cost and expense, all required federal, state, and local licenses, permits, and approvals required to develop and operate the Project on the Leased Property. All documentation demonstrating Lessee's compliance with this Section shall be open to inspection by the City at any time.

10. **Insurance.** Lessee shall not occupy the Leased Property or allow any Project-related operations thereon without obtaining and maintaining insurance sufficient to develop and operate the Project on the Leased Property without any risk of liability to the City. Said required insurance amounts below may be adjusted by the City Manager, in his sole and absolute discretion, upon sixty (60) calendar days' advance written notice to Lessee:

10.1. **Commercial General Liability; Personal Injury.** During the Term of this Lease, Lessee shall continuously maintain an insurance policy providing for liability insurance for "bodily injury and death," "property damage," and "personal and advertising injury" with coverage for the Leased Property and Project operations in amounts not less than \$5,000,000 per occurrence.

10.2. **Property.** Lessee understands and agrees that it is Lessee's sole responsibility to obtain and maintain insurance covering its operations, improvements, and other personal property used at the Leased Property at full replacement cost with no coinsurance penalty provision, to the extent such coverage is available at reasonable cost to Lessee. Notwithstanding any provision to the contrary, Lessee specifically waives any claim against the City for theft, loss, or damage of any kind or from any source whatsoever that may occur to Lessee's operations, improvements, and personal property located at the Leased Property and in its vicinity.

10.3. **Workers' Compensation.** Lessee shall obtain and maintain workers' compensation insurance as required under the California Labor Code.

10.4. **Employers' Liability.** Lessee shall obtain and maintain employers' liability insurance with minimum limits of \$1,000,000 per each accident and a \$1,000,000 disease policy limit.

10.5. **Documentation.** Lessee 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 Lease 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) calendar days' advance notice by the insurer to the City. Lessee shall furnish the City with copies of all such policies upon their receipt. All documentation demonstrating Lessee's compliance with Section 9 shall be open to inspection by the City at any time.

11. **Maintenance; Utilities.** Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, and maintenance of the Leased Property. At its sole cost and expense, Lessee shall maintain and secure the

Leased Property in a safe manner and will ensure that the Leased Property remains clear of hazards. Such maintenance and any utility service costs shall be paid by Lessee at its sole cost and expense with no financial or labor contribution by the City whatsoever. The City shall not be liable for any losses, whether direct or consequential, arising from any interruption in any utility or service to the Leased Property.

12. **“As-Is” Condition.** Lessee acknowledges that, as of the Effective Date of this Lease, Lessee has inspected the Leased Property, and it is in good order, repair, and condition. The Parties understand and agree that Lessee shall accept this Lease of the Leased Property in an “as-is” condition, without any representation or warranty by the City as to the physical or environmental conditions of the Leased 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 Leased Property. Lessee shall be solely responsible for independently reviewing all available information regarding existing conditions of the Leased Property, and for undertaking an independent analysis of site conditions, including any environmental, health, and/or safety issues.

13. **Hazardous Materials.** The City represents that it has no actual knowledge that any Hazardous Materials (as defined below) have been deposited, released, disposed of, or placed upon, about, or under the Leased Property. Lessee agrees to indemnify, defend, and hold the City harmless from and against all liabilities, including, but not limited to, all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, losses, expenses, remediation costs, investigation costs, or obligations of whatever nature, whether administrative or judicial, including attorneys’ fees and costs, arising from or in any way related to Hazardous Materials contamination caused by Lessee or that of its employees, suppliers, customers, invitees, volunteers, or any third party from actions or negligence at the Leased Property during Lessee’s occupation during the Term. The provisions of this Section shall survive the expiration or termination of this Lease.

“Hazardous Materials” shall mean any substance or material which is capable of posing a risk of injury to health, safety, or property, including all of those materials and substances designated as hazardous or toxic by any federal, state, or local law, ordinance, rules, regulation, or policy. Without limiting the generality of the foregoing, the term ***“Hazardous Materials”*** includes any dangerous, toxic, or hazardous pollutants, contaminants, chemicals, materials, or substances, listed, indemnified in, or regulated by and under federal, state, or local laws, ordinances, rules, regulations, or policies, and shall include asbestos, urea formaldehyde, polychlorinated biphenyls, petroleum, petroleum products, fuel oil, waste oil, explosives, radioactive materials, nuclear fuel or material, medical waste, pollutants, ignitable materials, corrosive materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment or that are contained on any list that is adopted by the United States Environmental Protection Agency, the State of California, or any political subdivision thereof.

14. **Right of Entry.** The City and its agents shall have the right to enter the Leased Property during reasonable business hours (and at all times during emergencies): (a) to inspect the Leased Property; (b) for any purpose connected with the City's rights or obligations under this Lease; and (c) for all other lawful purposes.

15. **Quiet Enjoyment.** Lessee shall at all times during the Term of this Lease peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from the City, subject to the terms and provisions of the Lease.

16. **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 Leased Property.

17. **Signs.** Lessee shall not place, maintain, nor permit on any exterior door, wall, or window of the Leased Property, any sign, awning, canopy, marquee, or other advertising without the express written consent of the City. Lessee shall not place any decoration, lettering, or advertising matter on the glass of any exterior window of the Leased Property without the express written consent of the City. Such consent may be withheld in the City's sole and absolute discretion. If the City consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Lessee shall maintain it in good appearance and repair at all times during the Term. Upon the termination or expiration of this Lease, any such items that are not removed from the Leased Property by Lessee may, without damage or liability, be destroyed by the City.

18. **Indemnification.** To the furthest extent allowed by law, Lessee shall defend, indemnify, and hold the City, its officers, directors, officials, employees, consultants, agents, successors, volunteers, and assigns ("***Indemnitees***"), harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, losses, 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) occupancy, maintenance, and/or any use of the Leased Property; (b) performance of, or failure to perform, this Lease and its obligations; (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 Lessee, or Lessee's agents, employees, contractors, guests, invitees, volunteers, or licensees; (d) any enforcement by the City of any provision of this Lease; and/or (e) any action to enforce the provisions of the California Environmental Quality Act or planning and zoning laws in connection with the approval of the Lease or Lessee's Project. The foregoing indemnity shall apply to any negligence of the Indemnitees, but 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. Lessee covenants and agrees that, during the Term, any injury suffered as a result of the use of the Leased Property or that grows out of or is a result of a breach of this Lease, including, but not limited to, failures to comply with statutes, ordinances, regulations, and other applicable requirements of federal, state, or local governmental entities,

connected with Lessee's use or occupation of the Leased Property or condition of the Leased Property, by Lessee and its employees, agents, contractors, licensees, invitees, or guests shall be the sole responsibility of Lessee, and the City shall not be liable to Lessee, 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. Lessee, upon notice from the City, shall defend the City at Lessee's sole expense by counsel satisfactory to the City. If Lessee contracts any work on the Leased Property, Lessee shall require each consultant, subconsultant, contractor, and subcontractor to indemnify, hold harmless, and defend the Indemnitees in accordance with the terms of this Section. The provisions of this Section shall survive the expiration or termination of this Lease.

19. **Personal Liability.** Lessee's agents, Karina Beltran and Ofelia Ochoa (each a "*Guarantor*") covenant and agree to personally guarantee all liabilities of Lessee incurred pursuant to this Lease. In addition to Lessee, each Guarantor shall be jointly and personally liable for anything done or omitted to be done by the Lessee hereunder.

20. **Taxes and Assessments.**

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

20.2. Lessee acknowledges and agrees that this Lease may create a real property possessory interest that may be subject to real property or other taxation, and that Lessee 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 Lease or as otherwise required by the City. Lessee agrees to pay all such taxes when due.

20.3. Lessee 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 Lease to be paid by Lessee, and from all interests, penalties, and other sums imposed.

21. **Notices.** All notices under this Lease 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

LESSEE:

La Granja De Favian
Attn: Karina Beltran
248 Pucheu Street
Mendota, CA 93640

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

22. **Lessee Not Agent of the City.** Neither issuance of this Lease, nor any acts of Lessee pursuant to this Lease, shall render Lessee an agent, contractor, partner, joint venturer, or employee of the City in any way whatsoever. Lessee's Project-related operations are solely its own endeavor without any involvement by the City therein.

23. **No Commitment to Project Approval.** Successful implementation of Lessee's Project will require Lessee to obtain additional approvals and permits from the City and other local and state agencies. Lessee understands and acknowledges that the City shall be under no obligation to approve or issue any development entitlement to Lessee including, but not limited to, a Conditional Use Permit or any applicable City approvals related to the development or operation of Lessee's Project on the Leased Property. The Parties expressly intend that nothing in this Lease shall be interpreted as a commitment by the City to grant any development entitlements to Lessee, or as an abrogation of the City's right or obligation to exercise its independent judgment in deciding whether to grant any development entitlements or whether to impose conditions on any development entitlements.

24. **Attorneys' Fees.** If any legal action or proceeding arising out of or relating to this Lease is brought by either Party against the other 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.

25. **Entire Agreement.** This Lease constitutes the Parties' entire, integrated agreement with respect to the subject matter described herein, and there are no other agreements regarding that subject. This Lease 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.

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

27. **Equitable Relief; Remedies Cumulative.** Breach of this Lease 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.

28. **Counterparts; Electronic Signatures.** This Lease 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.

29. **Successors and Assigns.** Lessee shall not sublease or assign the Leased Property or any part thereof. This Lease and the rights and obligations hereunder are neither transferrable nor assignable without the express written consent of the City. This consent may be withheld in the City's sole and absolute discretion, and for any reason or no reason.

30. **No Third-Party Beneficiaries.** This Lease 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 Lease.

31. **No Encumbrances.** Lessee shall not encumber the Leased Property with any debt or otherwise borrow against the Leased Property.

32. **Choice of Law; Venue.** This Lease 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 Lease shall be filed and maintained solely in the Fresno County Superior Court.

33. **Time of the Essence.** Time is of the essence in connection with every provision of this Lease.

34. **Wavier.** No waiver of default by either Party of any of the terms, conditions, and provisions of this Lease 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.

35. **Severability.** Any provisions of this Lease 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.

36. **Participation in Preparation of Lease.** The Parties hereto have each participated in the negotiation and preparation of this Agreement. Accordingly, each Party hereby waives the protect or benefit of any law, judicial precedent, or legal principle which provides that contractual ambiguities are to be construed against the Party who drafted the provision in question.

37. **Authority; Review with Counsel.** Each Party represents and warrants that it has the capacity and authority to enter into this Lease. Each person signing this Lease in a representative capacity represents and warrants that they are authorized to do so. Each party represents and warrants that it has carefully read and understands the contents of this agreement and signs by their own free act. Each Party has had the opportunity to have this Agreement reviewed and explained to them by counsel of their own choosing.

38. **Headings.** All section headings above are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY

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

By: Cristian Gonzalez
Its: City Manager
Date: _____

LESSEE

**La Granja De Favian, a California
Nonprofit Public Benefit Corporation**

By: _____
Its: _____
Date: _____

GUARANTOR

By: Karina Beltran
Date: _____

GUARANTOR

By: Ofelia Ochoa
Date: _____

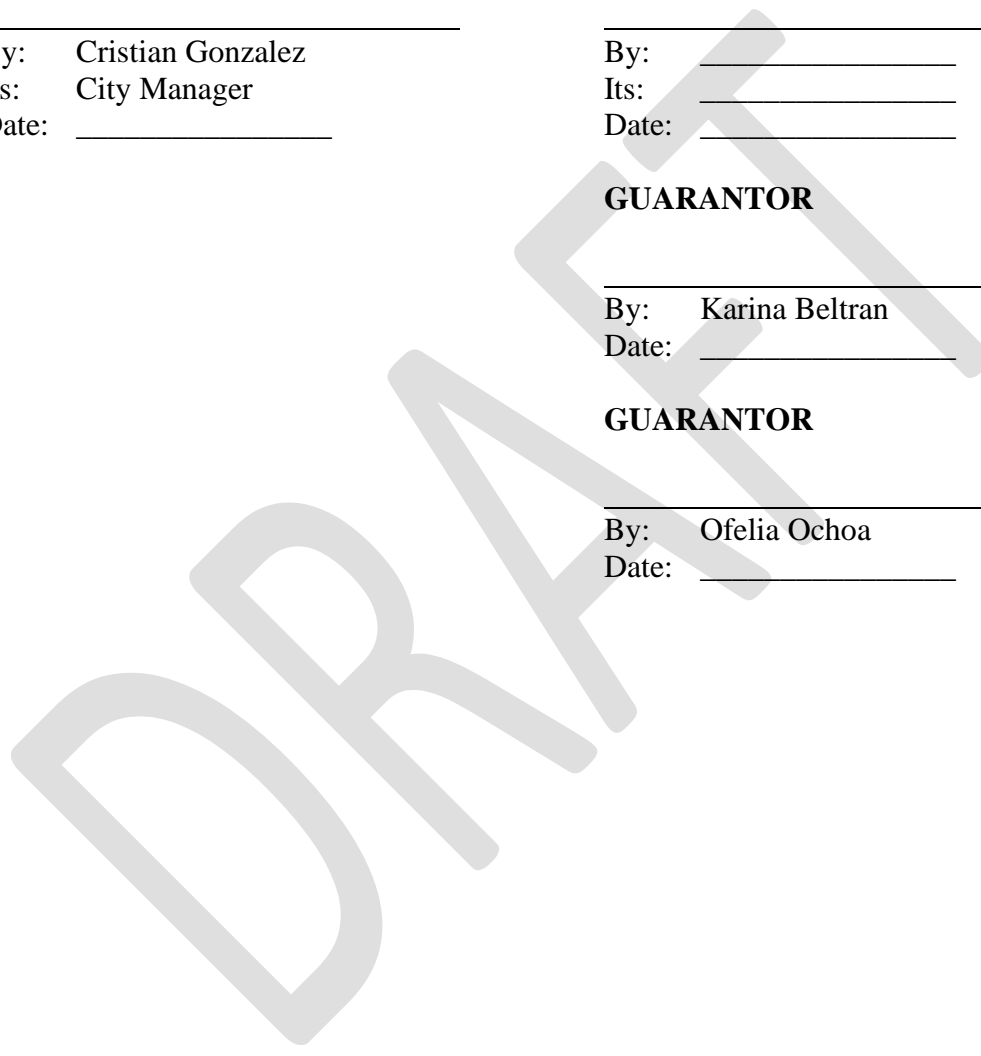
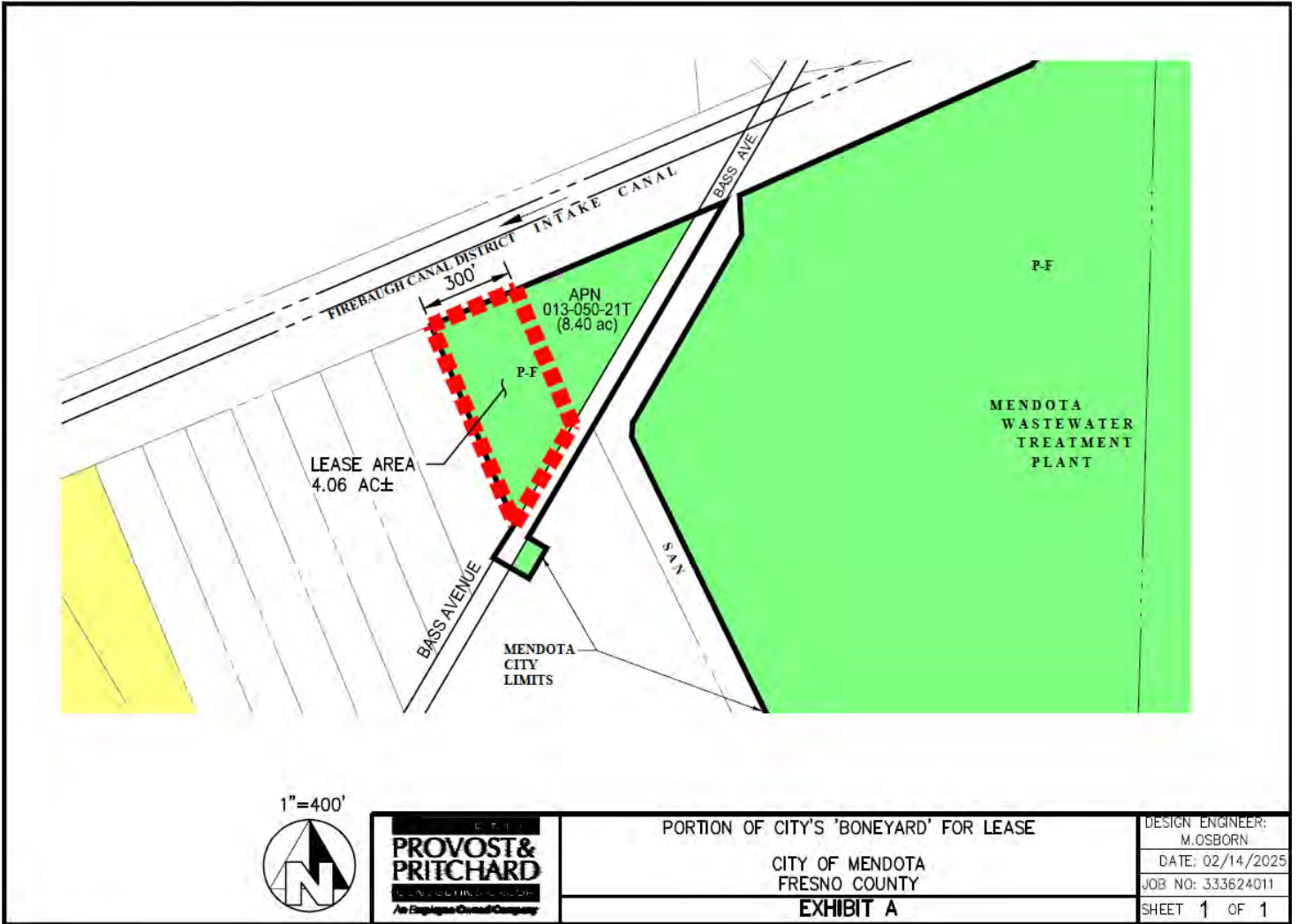


EXHIBIT A
THE LEASED PROPERTY



PROVOST & PRITCHARD
CITY OF MENDOTA
AN EMPLOYEE-OWNED COMPANY

PORTION OF CITY'S 'BONEYARD' FOR LEASE
CITY OF MENDOTA
FRESNO COUNTY
EXHIBIT A

DESIGN ENGINEER: M.OSBORN
DATE: 02/14/2025
JOB NO: 333624011
SHEET 1 OF 1

EXHIBIT B

LESSEE'S PROPOSAL MAP



AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: DISCUSSION AND CONSIDERATION OF PROPOSED CHANGES TO THE CITY OF MENDOTA’S FACILITY USE POLICY
DATE: FEBRUARY 18, 2025

ISSUE

Shall the City Council discuss and consider proposed changes to the City of Mendota’s Facility Use Policy.

BACKGROUND

On May 28, 2024, the City Council of the City of Mendota (“City”) adopted the City’s Facility Use Policy for City facilities, which is attached hereto to Exhibit “A”. On January 21, 2025, the City Council requested to revisit the provisions of the City’s Facility Use Policy.

ANALYSIS

During the February 4, 2025, regular City Council meeting, discussion was held on concerns regarding the City’s Facility Use Policy, and specifically, the Danny Trejo Soccer Field. The City Council directed staff to bring back potential solutions addressing the concerns that were discussed. Attached hereto as Exhibit “B” is a list of concerns regarding the City’s Facility Use Policy and Danny Trejo Soccer Field, as well as proposed solutions.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that the City Council discuss and consider proposed changes to the City of Mendota’s Facility Use Policy.

Attachments:

1. Exhibit “A” – Facility Use Policy
2. Exhibit “B” – Potential Changes to City of Mendota’s Facility Use Policy

EXHIBIT A



FACILITY USE POLICY

1. PURPOSE:

The goal for the City of Mendota ("City") is to promote the full use of City facilities, including parks, athletic fields, playgrounds, etc. The purpose of this Facility Use Policy ("Policy") is to outline the City of Mendota ("City") procedures for the use of City facilities by outside organizations, businesses, and individuals. This policy has been established to assure that the fields are utilized for recreational, cultural, educational, social and community service functions that meet the needs of the community, as well as, set clear policies, procedures, and regulations for such uses.

2. DEFINITIONS:

The following words and phrases, whenever used in this Policy, shall be construed as defined in this section:

"Adult" status is defined as persons 13 years of age or older.

"Athletic Facilities" means any fields or facilities that are designated or are proposed to be used for sports.

"Amplified music" means music projected and transmitted by electronic equipment, including amplifiers, the total output of which, including the sum of the wattage output of each channel, exceeds twenty-five (25) watts.

"Amplified speech" means speech projected and transmitted by electronic equipment including amplifiers, the total output of which, including the sum of the wattage output of each channel, exceeds twenty-five (25) watts.

"Applicant" means individuals, associations, partnerships, corporations, and other legal entities who intend to or have submitted a City Facility Use Permit Application.

"Basic Services" are defined as the maintenance of safe, clean, attractive parks and buildings and the provision of recreation service for the general public. Basic Services preserve and promote physical and mental wellbeing and will continue to be supported by taxpayer resources.

Examples of basic services

- Free play in playgrounds
- Use of City parks or open space for passive use
- General park and recreation administration services
- Park and recreation facility development

Examples of basic facilities

- Unscheduled, unlighted, unmarked baseball/softball/soccer/utility/football fields
- Unscheduled outdoor basketball facilities
- Unscheduled tennis courts
- Unreserved picnic tables and shelters
- Parks and playgrounds
- Parking lots for general facility use
- Trails, paths, and restrooms
- Open Space

"Benefit to the community" means the amount of money that will be gained by a Mendota-based nonprofit organization for use in furthering athletic, recreational, cultural, educational, or charitable activities in the City.

"Conditions of Approval" means any terms that the City imposes on the Permittee and Facility Use Permit that must be met in order for the use of the facility to occur and continue to occur.

"Event" means any pre-advertised gathering or assembly of any Persons.

"Facility(ies)" means any City-owned structure, grounds, Athletic Facilities, parks, and public areas.

"Facility Use Permit Application" means the application that is completed by an Applicant to request exclusive use of a City-owned facility as provided for in this Policy.

"Facility Use Permit" means a written authorization issued by the City for exclusive use of a City-owned facility as provided for in this Policy.

"Non-Profit Organization" is defined as an organization that meets all of the criteria as identified by the Internal Revenue Service. The organization must be registered as a not-for-profit corporation by the State of California. If the organization is not registered with the State, they must have a constitution, set of bylaws, or mission statement which clearly states the objectives of the organization are of a non-profit, non-commercial nature.

"Permittee" means individuals, associations, partnerships, corporations, and other legal entities who have been approved to use a City-owned facility and have been issued written authorization by the City for exclusive use of a City-owned facility. Once a Facility Use Permit is granted by the City, the Applicant will be referred to as a Permittee.

"Persons" means individuals, associations, partnerships, corporations, and other legal entities.

"Priority Group Classification" means the designation level of priority for Applicants.

"Resident" status is defined as groups or organizations comprised of at least 90% of Mendota residents as established by the boundaries of the Mendota Unified School District. Team rosters and/or individual participant photo ID may be required by City staff to verify residency status.

"Special Services" are defined as services where revenues are necessary to support continued use. By this definition, individuals can expect to pay a fee for the privilege of using the fields and facilities to the exclusion of others and without interference.

Examples of special fields/facilities/services

- Use of electricity for special events
- Schedules/reserved use of indoor facilities (gyms, meeting rooms, courts, etc.)
- Lighted baseball/softball/soccer/utility/football fields
- Maintenance necessary for sports programs (Field striping, Infield drag, etc.)
- Use of parks for special events
- Reserved picnic tables and shelters

"Youth" status is defined as persons 12 years of age or under.

3. FACILITY USE PERMIT REQUIRED

In accordance with Mendota Municipal Code Chapter ("MMC") 12.20, Applicants who plan on or intend to use a City Facility for any pre-advertised Event or hold an Event that consists of a group of twenty-five (25) or more Persons, are required to obtain a Facility Use Permit prior to said use. Any and all Events held on City Facilities must be conducted in compliance with the MMC and the City's Facility Use Policy.

4. PRIORITY GROUP CLASSIFICATIONS

Priority use of Facilities will be allocated as follows:

- Group 1:** City sponsored or co-sponsored events. City youth/adult athletic programs and/or leagues.
- Group 2:** Local non-profit youth or not-for-profit youth organizations. Organizations must be based in the City. Must have a majority of Mendota resident participants. Conduct open registration regardless of skill level. Operate through volunteer coaches and administrators. Provide an "everyone plays" philosophy.
- Group 3:** Local non-profit organizations that are not specifically youth related and serve the general public. Organizations must be based in the City.
- Group 4:** Local general youth, adults, and private events. This group also includes local profit organizations holding events (tournaments, clinics and/or camps with individual or team participation fees) to generate profit for private use.
- Group 5:** Non-local general youth, adults, and private events. This group also includes non-local non-profit organizations and non-local for-profit organizations holding events (tournaments, clinics and/or camps with individual or team participation fees) to generate profit for private use.

5. FACILITY ALLOCATIONS

The City will approve and issue Facility Use Permits in accordance with the Priority Group Classifications outlined in Section 5 of this Policy. Any conflicting Facility Use Applications will be addressed through the procedures outlined in Subsection 5.1.

5.1. Conflicting Facility Use Applications. Should the City receive Facility Use Applications requesting conflicting dates and/or times, the following procedures will apply:

5.1.1. The City will issue the Facility Use Permit to the Applicant with the highest Priority Group Classification as described in Section 4 of this Policy.

5.1.2. If the Applicants have the same Priority Group Classification, the requested dates and/or times will be divided amongst the Applicants depending on the number of participants for each Event. Each Applicant must provide documentation demonstrating total number of Event participants/registrants or estimated number of Event participants.

5.1.2.1. For Facility Use Applications for Athletic Facilities or Athletic Use of a Facility, Fields will be allocated to Applicants based on the percentage of verifiable total participants in relation to all teams. The total number of organization participants will be divided by the minimum roster size for each sport to determine the total number of teams in each organization. Applicants must provide their rosters to the City by the

deadline established by the City in order to determine field allocations. If an Applicant does not submit their rosters to the City by the deadline, they will be assigned any available allocations following allocation assignments.

Example for Athletic Field Allocation Procedure for Conflicting Requests

Minimum Roster Sizes

Soccer: 14 (regulation) or 10 (U10 & Below) Baseball/Softball: 12

An example of this would be:

Baseball Group A has 360 participants 360 divided by 12 equals 30 teams

Baseball Group B has 240 participants 240 divided by 12 equals 20 teams

30 plus 20 equals 50 teams

30 divided by 50 equals 60.00% of allocation for Group A 20 divided by 50 equals 40.00% of allocation for Group B

5.1.3. If the Applicants all demonstrate an equal amount of Event participants or are unable to provide documentation of total number of Event participants/registrants or estimated number of Event participants, the City Manager, or their designee, will issue the Facility Use Permit to the Event which will provide the most overall benefit to the community.

6. RESTRICTIONS ON FACILITY AVAILABILITY

In order to ensure that all City facilities are adequately maintained and remain in proper condition, the City has established pre-determined facility availability restrictions on athletic facilities. However, the City reserves the right to impose additional availability restrictions on any facilities, as deemed necessary, to allow for maintenance and repairs. The pre-determined facility availability restrictions described in subsections 6.1 only apply to City baseball, softball, and soccer fields. The City also reserves the right to modify the pre-determined facility availability restrictions and extend such restrictions on any City facilities.

6.1. Availability of Athletic Facilities.

6.1.1. **Yearly Availability.** In order to allow for seasonal turf recovery and field/facility maintenance the City has established the following availability for its Athletic Facilities for the year. No Facility Use Permits will be granted for the duration that athletic fields are closed as shown below.

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Fields Closed	Fields Available (Weekly Restrictions Still Apply)									Fields Closed	

6.1.2. **Weekly Availability.** In order to allow for weekly field and facility maintenance the City has established the following availability for its Athletic Facilities for the week. No Facility Use Permits will be granted for the duration that those athletic fields are closed as shown below.

6.1.2.1. Availability of Baseball Fields.

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Fields Closed Until 4pm		Fields Available				

6.1.2.2. Availability of Soccer Fields.

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Fields Closed			Fields Available			

6.1.3. Hourly Restrictions. In order to minimize daily impacts to the Athletic Facilities and to preserve their conditions, the City has established the following hourly usage restrictions.

6.1.3.1. Adult Use of Athletic Facilities. Any Event involving the use of any City Athletic Facilities by adults is limited to a five (5) hour facility usage to reduce the more significant wear and tear on facilities that is associated with adult sports. This allotted time must also include any field preparation, practices/games, and clean-up. If a Facility Use Permit is granted for use of an athletic field by adults, no other Facility Use Permit will be granted for that same day, unless the secondary (and any subsequent) use is solely by youth.

Any events that anticipate or plan to exceed the hourly restrictions (including tournaments) for Sports Fields will be considered on a case-by-case basis by the Mendota Recreation Commission at a public meeting of the body. If the Recreation Commission is unable to meet to consider the Application, the Application may be considered administratively by the City Manager, or their designee.

6.1.3.2. Youth Use of Athletic Facilities. Any Event involving the use of any City Athletic Facilities by only youth is not subject to an hourly restriction. If an Event involves the use of the athletic field by a combination of youth and adults, the adult hourly restriction outlined in Subsection 6.1.3.1 will apply.

7. TYPES OF FACILITY USE PERMITS

To ensure equitable use of City Facilities by all interested Persons, the City issues two (2) types of Facility Use Permits: a short-term use permit and a long-term use permit. The intended purpose for each type of Facility Use Permit is as follows:

7.1. Short-term Facility Use Permit. A Short-term Facility Use Permit is issued for any Event lasting a minimum of one (1) day but no longer than seven (7) calendar days. Short-term Facility Use Applications will be accepted and processed by the City year-round on a calendar year basis, and the approval of said Permits are contingent upon the availability of the requested Facility(ies). Applicants are encouraged to submit any Short-term Facility Use Permits as early in the year as possible to ensure that the desired Event dates are secured.

7.1.1. Short-term Facility Use Permit for Events Exceeding the Hourly Restrictions for Athletic Facilities. Any Short-term Facility Use Permit Applications for events that anticipate or plan to exceed the hourly restrictions for Athletic Facilities (including tournaments) will be considered on a case-by-case basis. Said Applications will be considered by the Mendota Recreation Commission at a public meeting of the body. If the Recreation Commission is unable to meet to consider the Application, the Application may be considered administratively by the city Manager, or their designee.

7.2. Long-term Facility Use Permit. A Long-term Facility Use Permit is issued for any Event lasting a minimum of eight (8) calendar days but no longer than three (3) months. The City will accept and process Facility Use Applications in accordance with the following procedures depending on the type of Facility(ies) being requested.

7.2.1. Long-term Facility Use Permit – For Non-Athletic Purposes. Any Long-term Facility Use Applications requesting use of a City non-athletic facility or for a use that is not athletic-related may be submitted to the City at any time of the year, but the requested use may not be longer than three (3) months. If the Applicant wishes to utilize the facility for a period longer than three (3) months, a new Facility Use Application must be submitted prior to the conclusion of each term.

7.2.2. Long-term Facility Use Permit – For Athletic Purposes. Long-term Facility Use Applications requesting use of a City Athletic Field or use of a Facility for an athletic use will be considered and approved on a quarterly basis in accordance with the Field Maintenance Calendar shown in Subsection 7.2.3 of this Policy. Long-term Facility Use Applications for each quarter must be submitted no later than the dates specified below in Subsection 7.2.4.

7.2.2.1. Long-term Facility Use Permit Quarters for Athletic Purposes.

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Fields Closed		Quarter 1			Quarter 2			Quarter 3			Fields Closed

7.2.2.2. Deadlines to Submit Long-term Facility Use Applications for Athletic Purposes.

Quarter	Deadline to Submit Application
Quarter 1	February 1 by 5pm
Quarter 2	May 1 by 5pm
Quarter 3	August 1 by 5pm

7.2.2.3. Additional Considerations Regarding Long-term Facility Use Applications for Athletic Purposes.

7.2.2.3.1. Should the City receive a Facility Use Permit Application for Athletic Purposes during any given quarter and the requested Facility(ies) are available, the Facility Use Permit will only be granted for use of the Facility for the remainder of the quarter.

7.2.2.3.2. The City reserves the right to modify or cancel the facility use quarters outlined in Subsection 7.2.2.1 for any reason deemed necessary by the City including, but not limited to, inclement weather, poor Facility conditions, the need for additional Facility maintenance or field recovery.

7.3. Additional Considerations Regarding Types of Permits.

7.3.1. Any Short-term Facility Use Applications requesting use of a Facility that has an already approved/existing Long-term Facility Us Permit will only be granted if the City and the existing Permittee are able to accommodate the short-term request. If the City and existing Permittee are unable to accommodate the short-term request, that request will be denied.

8. PROCESS FOR OBTAINING A FACILITY USE PERMIT

8.1. Applying for a Facility Use Permit.

To request use of a Facility, Applicants must complete the City's Facility Use Application which can be found on the City's website at www.cityofmendota.com, by calling City Hall at (559) 655-3291 and requesting an electronic copy, or by visiting Mendota City Hall located at 643 Quince Street, Mendota, CA 93640.

All Facility Use Applications must be submitted in accordance with Section 7 of this Policy, depending on whether the requested use is for a short-term or long-term period. Applicants must ensure to complete the Application in its entirety prior to submittal. All Facility Use Applications must be submitted no later than 15 business days prior to the Event, unless otherwise noted in Section 7.

Applications may be submitted in-person at Mendota City Hall located at 643 Quince Street, Mendota, CA 93640, via fax at (559) 655-4064, or electronically (please contact Mendota City Hall at (559) 655-3291 to request the email address to send the application). The City will confirm receipt of any Applications received.

8.2. Application Processing

8.2.1. Administrative Review. The City will review and process Facility Use Applications in the order in which they are received and in accordance with the provisions contained in this Policy. If additional information is needed for the Application, the City will contact the Applicant. Facility Use Applications will be processed administratively and will be considered by the City Manager, or their designee(s). Any Facility Use Application involving unique circumstances may be reviewed by the City Council.

8.2.2. Action on Facility Use Application. No later than 15 business days following the City's acceptance of a Facility Use Application, the Applicant will be notified via US Mail or email whether the application was approved or denied.

8.2.2.1. Application Approved. If the application is approved, the Applicant will be provided a copy of the Facility Use Permit, which lists the Conditions of Approval. Once the Facility Use Permit is issued by the City, the Applicant will be considered a Permittee. Permittees must satisfy all Conditions of Approval listed in the Facility Use Permit and as required by this Policy and the MMC.

8.2.2.2. Application Denied. If the application is denied, the Applicant will be provided a letter stating the reason(s) for denial. Reasons for denial of any Facility Use Application may include but are not limited to the following.

A. That the proposed Event/Activity is of a size or nature that will entail unusual expense to the City or will require special police operations.

B. That the applicant has failed to agree to provide a reasonable means of informing all the persons participating in the proposed Event/Activity of the terms and conditions of such permit.

C. That the proposed activity or use will unreasonably interfere with or detract from the promotion of public health, welfare, safety, or recreational activities in the City.

D. That the Applicant refused to agree in writing to comply with all lawful conditions of the permit.

E. That the Applicant failed to file a timely application in accordance with the provisions contained in this Policy and the MMC.

F. That the application failed to adequately specify and inform the City of all the information pertinent to the Event/Activity to the satisfaction of the City.

9. CONDITIONS OF APPROVAL

To ensure the health, safety, and security of the Permittee, the Event/Activity participants, City officer and employees, and the Facilities, the City will impose Conditions of Approval on the Permittee and Facility Use Permit. The Permittee, and any persons acting on behalf of the Permittee, and any Event/Activity participants must comply with the Conditions of Approval (both general and specific conditions) for the Facility Use Permit in order to effectuate the permit.

9.1. General Conditions of Approval. All Facility Use Permits will be subject to the City's General Conditions of Approval as follows. The City reserves the right to amend this list of general conditions as it deems necessary.

9.1.1. Liability Insurance. Permittees shall be responsible for any and all damage to City premises, equipment, and property. If additional maintenance is required (in excess of normal services/time) after an Event/Activity, the Permittee will be charged accordingly. The City is not responsible for accidents, injuries, or loss/damage to property of individuals/groups using the public fields and facilities. The Permittee will be held responsible for all actions, behavior and damages caused by the Event/Activity participants/guests/attendees. All Permittees will be required to provide the City with an **original** Certificate of Insurance providing proof of the following coverage:

- Public liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than (\$500.00).
- The Permittee must be a name insured.
- The City of Mendota (643 Quince Street, Mendota, CA 93640) must be named as additionally insured.
- The coverage shall be maintained throughout the duration of the Facility Use Permit.

The Permittee must submit the Certificate of Insurance and endorsements to Mendota City Hall, Attn: City Clerk, located at 643 Quince Street, Mendota, CA 93640 a minimum of five (5) days prior to the event.

By submitting a Facility Use Application and using the Facilities, the Permittee and any Event/Activity attendees and Participants agree to hold the City of Mendota harmless and free from all liability of any kind resulting from the use of City facilities (to include the reimbursement of any legal costs and fees incurred in defense of such claims).

9.1.2. Key-check Out Form. Permittees are required to complete a key-check out form (if applicable) prior to checking out the key to the Facility and abide by its terms and conditions. The key to the facility will be provided to the applicant on the dates listed in the Facility Use Permit.

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

9.1.4. Maintenance of Facilities. Permittees must maintain the Facility(ies) based on their use and immediately report any observed problems, whether or not caused directly by their use, to Mendota City Hall or the City's designated employee. Permittees must also comply with the following provisions regarding maintenance.

9.1.4.1. General Upkeep. Permittees must clean up the Facilities after each use. This includes, but is not limited to, picking up trash, emptying trash cans and placing the trash bags in the City's trash bins, cleaning the area of any spills or seeds, etc.

9.1.4.2. Restrooms. Some Facilities have public restrooms which may be utilized. Permittees will be held responsible for the upkeep and maintenance of the restroom Facility during the course of their event. If a Permittee is required to or chooses to use portable restrooms for their Event/Activity, arrangements must be made with the City. Permittee must contact the City of Mendota at least one week prior to the event

for location approval. In addition, Permittees must arrange for and pay all fees directly with the restroom vendor.

9.1.4.3. Lights. Lights are available at some athletic fields and must be requested by the Permittee. Lights will be turned on/off by City staff.

9.1.5. Alcohol Sale and/or Consumption. Permittees will not permit the sale and/or consumption of alcohol on the Facility(ies) unless previously approved by the City. If the sale and/or consumption of alcohol is approved by the City, the Permittee must obtain a license from the State of California Department of Alcoholic Beverage Control and provide a copy of said license to the City no later than five (5) days prior to the start of the Event/Activity.

9.1.6. Compliance with Approved Dates/Time for Facility Use. Permittees will be required to provide schedules to show that all of the allocated Facilities are being utilized. If an allocated Facility is not utilized by the designated Permittee a total of three (3) times during the dates/times specified in a Facility Use Permit, the approved use will be forfeited, and the Facility will become available for reassignment. Permittees will be notified by City staff when it has been determined a Facility is not being used (and prior to forfeiture). Additionally, when Facility Use Permits are issued, the Facility is reserved for the Permittee, to the exclusion of others. Permittees may not assign their scheduled time to other groups. Any such action shall result in the loss of facility use privileges. Recognizing this exclusivity, groups should only reserve the fields they intend to use. Field users must notify the City to report any reserved time that can be released for use of others.

9.1.7. Safety and Security. Depending on the nature of the Event, the Permittee may be required to obtain security or police services. Permittees may also be required to obtain standby ambulance and fire safety services. The Permittee is responsible for any and all expenses or costs related to the safety and security services.

9.1.8. City Personnel. If the City determines that City personnel are required for an Event, they will be assigned. Any resulting expenses or costs will be billed to the Permittee.

9.1.9. Fees and Deposits. Permittees must pay for the fees and deposits required for the use of the Facilities as detailed in the Facility Use Permit, this Policy, and as demonstrated in Exhibit "A" and in accordance with Section 10 of this Policy.

9.1.10. Accommodation of Other Requests. Permittee will work with the City and make their best efforts to accommodate any additional organizations that may need to use the Facility(ies) on the days and times (for short-term Events/Activities) that it is being used by the Permittee.

9.2. Special Conditions of Approval. Certain Events/Activities require special Conditions of Approval that are specifically related to the Permittee, the Event/Activity, or type of use. The following are special Conditions of Approval that the City may impose, depending on the use. The City reserves the right to amend this list of special conditions or impose other special conditions on Facility Use Permits as it deems necessary.

9.2.1. Additional Forms. Depending on the type of Event/Activity that will be held, permittees may be required to complete additional forms or obtain additional permits, including but not limited to a: noise permit, public dance permit, encroachment permit, bingo permit, etc.

9.2.2. Special Conditions for Athletic Fields/Athletic Use

- 9.2.2.1. Athletic Field Preparation and Maintenance.** Athletic Field Lining or Marking. Line marking (with chalk or paint) of City athletic fields is permitted. Burning lines of City athletic fields Facilities is prohibited. Dragging, raking, etc. of the baseball fields must be complete with the permission of the City.
- 9.2.2.2. Equipment Regulations.** The use of cleats with metal spikes at City Facilities is strictly prohibited.
- 9.2.2.3. Athletic Field Use Rules and Regulations Form.** In addition to the City Facility Use Application, a signed copy of the City's Athletic Field Use Rules and Regulations Form is required. Applicants are required to abide by specific rules and regulations contained in the form. Failure to comply may result in the retention of the Permittee's deposit, and/or assessment of penalties as described in Section 11.6.
- 9.2.2.4. Tournaments.** Tournaments hosted by for-profit Permittees will be required to pay a vendor fee for each vendor (\$50/vendor) as outlined in the Facility Use Fee Schedule. Tournaments hosted by non-profit Organizations do not have to pay a vendor fee. All vendors will be required to obtain a City business license and any other permits and licenses required by the City and this Policy.

9.3. Failure to Satisfy Conditions of Approval. Failure by the Permittee to satisfy all conditions of approval prior to the start of the planned Event/ Activity will result in the forfeiture of the Facility Use Permit. The Permittee will be required to resubmit a Facility Use Application.

10. FACILITY USE FEES AND DEPOSITS.

10.1. Purpose of Facility Use Fee Schedule. As the City continues to grow and facilities age, the City must develop a financial system to support our community investment while maintaining the high level of service we currently provide. The City will continue to provide basic services funded entirely by general taxpayers; however, those benefiting from special services (which create additional City expenses) must contribute financially. The City acknowledges that the community benefits when youth/adults are engaged in sports activities. The Facility Use Fee Schedule associated with the use of City Facilities is intended for the participants to supplement, rather than supplant the investment of the general taxpayers. The Facility Use Fee Schedule strives to:

- Amortize the capital investment and cover maintenance/operational costs of a field.
- Pay for and augment operation/maintenance costs for a field where tax appropriations support the basic service.
- Control use of the field.
- Assess a portion of the costs of the field to users who may not be tax supporters.
- Enable the Department to provide fields for which funds might not otherwise be available.

The primary goal of this purpose statement is to develop an understanding that the pricing of services is a conscious procedure that requires continual investigation and review by the City.

10.2. Payment of Fees and Deposits Required. Permittees are required to pay the fees and deposits necessary prior to using the requested Facility(ies). The fees and deposits required for the facility use will be listed on the Facility Use Permit. Permittees must pay all fees and deposits prior to the use of the Facility(ies). If Permittees fail to pay all fees and deposits prior to the use of the Facility(ies), there will be a 10% late fee for each day fees are not paid. All future Facility Use Applications will not be allowed/approved until all fees are paid.

The City will assign the appropriate fees and deposits in accordance with the City's Facility Use Fee Schedule (as attached hereto as Exhibit "A"), City Administrative Policy No. 2004.01 (Event Permit For Non-Profit

Organizations), the City's Administrative Policy regarding City Participation in Community Events, and any other applicable City fee schedules, policies, and procedures.

If a Permittee forfeits their approved use in accordance with subsection 9.1.6 of this Policy and elects to reapply for the use, the Permittee will be required to pay all deposits/fees once again. Any applicable deposits/fees will not carry over.

10.3. Refunds.

10.3.1. Refunds due to Cancellation of Event/Activity. For activities cancelled by the Permittee five (5) business days or more in advance, field user will be refunded 100% of fees paid. For activities cancelled by the field user less than five (5) business days in advance, field user will be refunded 50% of fees paid.

10.3.2. Refund of Deposit. Deposits will be refunded if the Permittee abides by this Policy, the Conditions of Approval listed in the Facility Use Permit, as well as all pertinent City codes. The deposit will not be refunded if the Permittee fails to abide by the aforementioned regulations or if damage is done to the Facility(ies). If applicable, deposits will be refunded to the Permittee in the form of a check within 30 calendar days following the last day of the facility use. If the deposit will not be refunded (or a portion thereof), the City will notify the Permittee in writing with the reasons for which the deposit (or a portion thereof) is being withheld.

10.3.3. No Deposit Carry Over. Deposits may not be carried over. Permittees must submit deposits for each separate Facility Use Permit.

11. ADDITIONAL CONSIDERATIONS

11.1. City Closure of Facilities. The City reserves the right to set aside additional time during the year for turf recovery, improvement, and maintenance. Furthermore, the City reserves the right to cancel or suspend Facility Use Permits when field conditions could result in injury to players or cause damage to the Facilities. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts or pesticide application.

11.2. Inclement Weather. During inclement weather, the City's maintenance staff will assess the playability of all City Facilities, including sports fields, to determine if use will occur. The Director or designated representative shall have the authority to close any/all fields within the City.

11.2.1. Criteria for Establishing Fields Playability. The following information is the City's procedures regarding the use of fields in wet conditions. These procedures apply to all sports and activities conducted on a grass field, turf area, or infield:

Baseball and Softball In-Fields

Infields will be deemed unsafe and unplayable when any of the following conditions are present:

- There is standing water within the base paths
- Your feet slip as you walk through the infield
- The depth of your footprint is greater than one half inch
- Any of the above conditions are present within the pitching area

Soccer, Baseball and Softball Outfields – Turf

Outfields and turf area will be deemed unsafe and unplayable when any of the following conditions are present:

- There is standing water within the majority of a single playing position (playing positions will be determined based on the user group)
- Your feet suction to the ground as you walk within the majority of a single playing position
- Your footprints fill with water in the majority of a single playing position
- The depth of your footprint is greater than one inch in the majority of a single playing position
- Grass can be easily dislodged from the fields during play

The following procedures are to be followed regarding the use of fields when there has been rain, over-watering, or other serious weather conditions:

- If it has rained within the preceding 24 hours, Permittees scheduled to use public fields must call the City at (559) 655-3291. City personnel will make determination of field conditions/closures, and the decisions are not negotiable.
- ***The City may declare a field closed and reopening subject to a re-inspection. Conditions set forth as a result of the*** re-inspection of the field should be evaluated by the Permittee at practice/game time for playability. The Permittee must employ the playability criteria used by City staff.
- Permittees are expected to make educated, responsible decisions regarding field condition playability. The groups should employ the playability criteria used by City staff and take into consideration the current and future quality of the turf.
- Persons witnessing misuse of fields by other scheduled or unscheduled users are advised to contact the Mendota Police Department at (559) 600-3111 or Mendota City Hall at (559) 655-3291 (during regular working hours only).
- Misue/Use of Facility during wet conditions shall result in the assessments of penalties as described in Section 11.6 of this Policy. It is the Permittee's responsibility to ensure that all coaches/parents understand and enforce this policy.

11.3. Facility Modifications. Requests to modify or improve any City field shall be submitted in writing to the City for review and consideration. No permanent structures or equipment shall be erected on City Facilities unless approved by the City and is dedicated for community use. Additionally, Permittees may not temporarily store their equipment or belongings in/at any City Facilities, unless approved by the City. A request to modify or improve a Facility does not constitute approval. Approval will be provided in the form of a written document and will outline the scope of the modifications as approved.

11.4. Turf Preservation. Cooperation is needed for the preservation of the turf of City Facilities by following these guidelines:

- Field use, especially practices, should be conducted in such a way that the action takes place on different sections of turf, thus reducing excessive turf damage in one area. Rotate use of areas, and when possible, stay off fringe or bare areas to limit erosion and further damage.
- Replace turf divots at end of each day to help re-root grass.
- No tarps or material which may damage the grass may be placed on the turf. Any turf coverings used must be made of breathable material.
- Do not use fields during or after heavy rain, or when wet or muddy (see inclement weather policy).
- Soccer practices are not to be held on the infield area of a softball or baseball diamond.
- Remove all equipment at the conclusion of each day.
- Do not overcrowd fields by scheduling multiple games in areas reserved. Allow a distance between fields for safe passage of spectators and participants.
- Report hazards to Mendota City Hall at (559) 655-3291.
- Report immediate emergencies (broken water lines, gushing sprinkler heads, etc.) to the City's designated employee. When calling, be prepared to fully identify yourself, your location (park/school), and the specific nature of the emergency so that staff can bring the appropriate repair equipment.

- Do not drive or park cars, motorcycles, or other motorized vehicles on turf areas, unless given written authorization by the City.

11.5. Permit Cancellation. The City reserves the right to cancel any Facility Use Permits for any of the following reasons:

- It conflicts with any City sponsored league, program, activity or event
- Maintenance needs/issues
- Overuse of a field
- Unsafe conditions

In these cases, all attempts will be made to provide advance notice and to schedule an alternate location. In the event of an emergency, when only short or no notice can be afforded, groups must cooperate with the cancellation so as not to risk loss of facility use privileges. If there are no alternate Facilities to accommodate the use, the City is not obligated to provide an alternate solution.

11.6. Penalties for Facility Use Permit Violations

The City utilizes two separate penalty procedures for Facility Use Permit Violations, depending on the severity of the violation.

11.6.1. Minor Violations. Minor violations include any violations of this Policy. Penalties for minor violations include:

First Offense: Written warning to the user group/individual and restitution for damages/costs, if applicable.

Second Offense: One-day (or one Event day) suspension of any existing permits and restitution for damages/costs, if applicable.

Third Offense: Three-day (or three Event days) suspension of any existing permits and restitution for damages/costs, if applicable.

Subsequent Offenses: One week (or five Event days) suspension of any existing permits and restitution for damages/costs, if applicable.

11.6.2. Major violations. Major violations include the use or presence of unauthorized alcohol, drugs, and the occurrence of fights at any event. Penalties for major violations include:

First Offense: One-month suspension of any existing permits and restitution for damages/costs, if applicable.

Second Offense: Three-month suspension of any existing permits and restitution for damages/costs, if applicable.

Third Offense: Termination of any existing permits, loss of future facility use privileges and restitution for damages/costs if applicable.

EXHIBIT "A"

FEE SCHEDULE FOR THE USE OF CITY OF MENDOTA FACILITIES**ATHLETIC FIELDS/ATHLETIC FACILITIES/USE OF FACILITY FOR ATHLETIC USE**

FEE DESCRIPTION	FEE TOTAL
FACILITY USE FEES	
Use of Field (Private Party)*	\$200.00 per league/tournament
Use of Field (Youth and/or Non-Profit)*	No Fee
Concession Stand (All Parties)	\$25.00 per league/tournament
Tournament Vendor Fee (Private Party/For Profit)	\$50.00 per vendor
Tournament Vendor Fee (Non-Profit)	No Fee
DEPOSIT	
General Deposit**	\$250 per league/tournament

**Includes use of the scoreboard, electricity, and restrooms.*

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

WILLIAM ROBERT JOHNSTON MUNICIPAL AIRPORT

FEE DESCRIPTION	FEE TOTAL
FACILITY USE FEES	
Use of Facility (Private Party)	\$500.00 per application/use
Use of Facility (Youth and/or Non-Profit)	No Fee
DEPOSITS	
General Deposit*	\$500.00 per application/use
Key Checkout Deposit*	\$50.00 per application/use

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

ROJAS-PIERCE PARK

FEE DESCRIPTION	FEE TOTAL
FACILITY USE FEES	
Main Pavilion & BBQ Pit*	\$350.00
Concession Stand*	\$175.00
Small Pavilion	\$125.00
DEPOSITS	
Main Pavilion & BBQ Pit Deposit**	\$300.00
Concession Stand Deposit**	\$150.00
Small Pavilion Deposit**	\$150.00
Key Deposit (if applicable)**	\$50.00

**Includes electricity*

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

EXHIBIT B

Potential Changes to City of Mendota's Facility Use Policy (FUP)

No.	CONCERNS	PROPOSED SOLUTIONS
1.	<p>Limit non-profit organizations' monopolization of the soccer field.</p> <p><i>Background:</i></p> <p><i>Priority Group Classifications ("PGC"):</i> <i>PGCs were intended to provide a priority list to resolve conflicting Facility Use Application ("FUA") schedules at the staff level.</i></p>	<ul style="list-style-type: none"> • Eliminate PGCs: <ul style="list-style-type: none"> ○ In the event of conflicting FUA schedules, the applications can be considered by the Recreation Commission ("Commission"). The Commission will determine a solution to the conflict. ○ If a FUA applicant is not satisfied with the Commission's determination, the applicant may appeal the decision to the City Council. The City Council's determination would be final. • Proposed FUP Revisions: <ul style="list-style-type: none"> ○ Eliminate Section 4 - Priority Group Classifications ○ Modify of Section 5 - Facility Allocations <ul style="list-style-type: none"> ▪ Outline the process by which the Commission will evaluate and resolve conflicting FUAs. Should this include: (i) a revised PGC list (removing Group 3 or adding "youth" to Group 2's definition, for example); or (ii) allow discretion based on applicants' written or oral presentations? ▪ Outline the process by which applicants may appeal the decision of the Commission to the City Council.
2.	<p>Hourly restrictions on the use of the soccer fields (currently five (5) hours) are insufficient for applicants.</p>	<ul style="list-style-type: none"> • Hourly use restrictions are influenced by various factors including, but not limited to, weather, maintenance, and usage. Increasing the hourly restriction to six (6) hours will allow another thirty (30) minutes for field set-up and thirty (30) minutes for field clean-up. • Proposed FUP Revisions: <ul style="list-style-type: none"> ○ Modify Section 6.1.3 - Hourly Restrictions
3.	<p>Inability to water athletic facilities when they are open to the public results in additional damage to the fields.</p>	<ul style="list-style-type: none"> • Once the second soccer field is ready for use, close each field an additional, alternating day during the week to allow for proper watering.

Potential Changes to City of Mendota's Facility Use Policy (FUP)

		<ul style="list-style-type: none"> ○ Example: The Danny Trejo Soccer Field would be closed on Fridays for watering and the new soccer field would remain open for use. On Saturdays, the new soccer field would be closed for watering, and the Danny Trejo Soccer Field would remain open for use. Fields would continuously alternate closures to allow for proper watering. ● Proposed FUP Revisions: <ul style="list-style-type: none"> ○ Modify Section 6.1.2.2 - Availability of Soccer Fields
<p>4.</p>	<p>Concerns regarding fees and insurance costs for use of Athletic Facilities.</p> <p>Concerns regarding Applicants assigning or “subleasing” FUAs to Illegitimate Representatives.</p> <p><i>Background:</i></p> <p><i>Previous FUA applicants requesting use of the soccer field have shared with City staff that they are not able to afford to pay the City’s Facility Use fees and the cost of the Liability Insurance that is required by the City. Some have opted to cancel their FUAs and use the field under another organization that has an approved FUA and pay them a lesser fee to “sublease” the facility.</i></p> <p><i>Previously, there have been instances where FUA applicants are not present at their approved facility while it is being used by members of their league. Members of their league state they are not aware of the conditions of approval or</i></p>	<ul style="list-style-type: none"> ● Modify FUA fees for Athletic Facilities at an amount determined by the City Council. <ul style="list-style-type: none"> ○ City staff contacted neighboring cities to inquire about their facility use fees: <ul style="list-style-type: none"> ▪ City of Kerman: \$85.00 per day and per field ▪ City of Firebaugh: \$10.00 per day for lights (no fee for use of the field only) ▪ City of Los Banos: \$35.00 per hour and per field without lights and \$50.00 per hour and per field with lights ▪ City of Madera: \$12.50 per hour and per field without lights and \$32.50 per hour and per field with lights with a 2-hour minimum. Additional fees include \$25.00 Administrative Fee and \$50.00 deposit per field. ▪ City of Coalinga: Private Use is \$30.00 per hour and \$200.00 per field preparation fee; Non-Profit Youth is \$20.00 per hour and \$200.00 per field preparation fee; and Non-Profit Adult is \$25.00 per hour and \$200.00 per field preparation fee. Tournament Fees are \$350.00 per day (Private Use); \$230.00 per day (Non-Profit Youth); and \$250.00 per day (Non-Profit Adult) ▪ City of San Joaquin: \$83.00 per day (General Use); \$55.00 per day or monthly fee (Youth Sports); \$10.00 per hour for use of lights (Non-Youth Organization); \$5.00 per hour for use of lights (Youth Organization) ▪ City of Huron: Unable to obtain information

Potential Changes to City of Mendota's Facility Use Policy (FUP)

	<p><i>City FUPs, which results in damage to the facilities and violations.</i></p>	<ul style="list-style-type: none"> • Add a provision to the FUP prohibiting the unauthorized assignment/“subleasing” of a permit. Unauthorized assignment of a permit will result in revocation of the permit. • Require applicants must specify/designate authorized representatives in their FUAs. Applicants will be required to have at least one designated representative at the reserved facility for the entirety of their approved use. Designated representative(s) must ensure that the FUA conditions of approval are being met. • Proposed FUP Revisions: <ul style="list-style-type: none"> ○ Modify Section 9 – Conditions of Approval ○ Modify Section 11.5 – Permit Cancellation ○ Modify Exhibit “A” – Fee Schedule for Use of City of Mendota Athletic Fields
<p>5.</p>	<p>Underuse of Reserved Facilities.</p> <p><i>Background:</i></p> <p><i>Applicants with approved FUAs do not use the requested Facilities on their approved days/times, and do not notify the City of the facility(ies) not being used. This results in facility(ies) being unused by any potentially interested applicants.</i></p>	<ul style="list-style-type: none"> • Section 9.1.6 currently states a permit will be forfeited if the permittee fails to use the permit three (3) times after reserving facilities. • Require applicants to notify the City, or their designated representative, no later than seventy-two (72) hours prior to the approved use if they will not be using the facility. Failure to notify the City will result in penalties. By requiring notification on a specific timeline, it will allow the City to offer the facilities to other applicants who filed FUAs with conflicting schedules. Those applicants will be contacted in the order in which their FUAs were received. • Proposed FUP Revisions: <ul style="list-style-type: none"> ○ Modify Section 9.1.6 – Compliance with Approved Dates/Times for Facility Use
<p>6.</p>	<p>Public is unaware of FUP provisions, including availability of athletic fields.</p>	<ul style="list-style-type: none"> • Translate the FUP to Spanish. The FUAs and permits are already translated to Spanish. • Create and install signs at Athletic Facilities with information summarizing general FUP rules, availability of facilities, and hours of operation. • Create a Frequently Asked Questions list regarding the FUP. These FAQs can be translated to Spanish.

Potential Changes to City of Mendota's Facility Use Policy (FUP)

		<ul style="list-style-type: none">• Create a page on the City's website that lists all information regarding the FUP and FUA process.
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Animal Control
Monthly Log

January 2025

ADDRESS	TYPE	DATE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION	CASE DISPOSITION	OFFENSE	FINE	REASON	OFFICER
901 AIRPORT BLVD	ANIMAL COMPLAINT	1/6/2025	15 dogs	UNK		NO	UNABLE TO LOCATE	UNABLE TO LOCATE	10	\$0.00	AT LARGE	ACOSTA
831 TULE	ANIMAL COMPLAINT	1/6/2025	CATS	UNK		NO	NECESSARY ACTION TAKEN	NECESSARY ACTION TAKEN	0	\$0.00	DEAD CAT	ACOSTA
201 ESPINOZA	ANIMAL COMPLAINT	1/8/2025	2 HUSKYS	UNK	NONE	NO	NECESSARY ACTION TAKEN	UNABLE TO LOCATE	1	\$0.00	AT LARGE	ACOSTA
475 KATE	ANIMAL COMPLAINT	1/13/2025	CATS	UNK	NONE	NO	NECESSARY ACTION TAKEN	NECESSARY ACTION TAKEN	0	\$0.00	DEAD CAT	ACOSTA
617 DE LA CRUZ	LOST/FOUND ANIMAL	1/16/2025	LAB	UNK	NONE	YES	NECESSARY ACTION TAKEN	NECESSARY ACTION TAKEN	0	\$0.00	AT LARGE	ACOSTA
800 GARCIA	LOST/FOUND ANIMAL	1/21/2025	HUSKY	UNK	NONE	NO	NECESSARY ACTION TAKEN	NECESSARY ACTION TAKEN	0	\$0.00	AT LARGE	ACOSTA
1124 OLLER	ANIMAL COMPLAINT	1/22/2025	3 CHIA/TERRY	UNK		NO	NECESSARY ACTION TAKEN	WARNING	1	\$0.00	AT LARGE	ACOSTA
BURGER KING	LOST/FOUND ANIMAL	1/23/2025	LAB	UNK	NONE	YES	NECESSARY ACTION TAKEN	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
240 FLEMING	LOST/FOUND ANIMAL	1/23/2025	LAB	UNK	NONE	NO	NECESSARY ACTION TAKEN	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
FASTRIP	LOST/FOUND ANIMAL	1/25/2025	CHIA MIX	UNK	NONE	YES	NECESSARY ACTION TAKEN	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
271 MCCABE	ANIMAL COMPLAINT	1/27/2025	PITBULL	UNK		NO	NECESSARY ACTION TAKEN	CITE	1	\$50.00	AT LARGE	ACOSTA
MENDOTA AIRPORT	ANIMAL COMPLAINT	1/27/2025	9 DOGS	UNK		YES	NECESSARY ACTION TAKEN	NECESSARY ACTION TAKEN	10	\$0.00	AT LARGE	ACOSTA
625 DE LA CRUZ	LOST/FOUND ANIMAL	1/28/2025	7 DOGS	UNK	NONE	YES	NECESSARY ACTION TAKEN	NECESSARY ACTION TAKEN	0	\$0.00	AT LARGE	ACOSTA
DOLLAR GENERAL	LOST/FOUND ANIMAL	1/28/2025	3 DOGS	UNK	NONE	YES	NECESSARY ACTION TAKEN	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
MENDOTA DONUTS	ANIMAL COMPLAINT	1/29/2025	9 DOGS	UNK		YES	NECESSARY ACTION TAKEN	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
MENDOTA HIGH SCHOOL	ANIMAL COMPLAINT	1/29/2025	CHIA MIX	UNK	NONE	YES	ADOPTED	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
290 ESPINOSA	LOST/FOUND ANIMAL	1/29/2025	HUSKY	UNK	NONE	YES	SLEEP	COMPLETE	0	\$0.00	AT LARGE	ACOSTA
230 L ST	ANIMAL COMPLAINT	1/30/2025	PITBULL	UNK		YES	NECESSARY ACTION TAKEN	CITE	1	\$50.00	AT LARGE	ACOSTA
7TH/MARIE	ANIMAL COMPLAINT	1/31/2025	9 CHIA/MIX	UNK		YES	SLEEP	COMPLETE	0	\$100.00	AT LARGE	ACOSTA
									RESCUED: 3	TOTAL:	\$200.00	
									SLEEP: 14			
									RETURNED TO OWNER: 6			
									AT DOG POUND: 19			

Code Enforcement
Monthly Log

January 2025

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	REASON	OFFICER
300 RIOS	GTA	1/2/2025	N/A	RTF	\$0.00	REPORT	NAVARRO
760 LOLITA	FOLLOW UP	1/6/2025	N/A	NAT	\$0.00	FOLLOW UP	ACOSTA
313 MARIE	VEHICLE CHECK	1/6/2025	N/A	CITED	\$50.00	ILLEGALLY PARKED	ACOSTA
760 LOLITA	FOLLOW UP	1/6/2025	N/A	CITED	\$200.00	DOG AT LARGE	ACOSTA
260 TUFT	VEHICLE CHECK	1/6/2025	N/A	CITED	\$250.00	HANDICAP	ACOSTA
647 PEREZ	VEHICLE CHECK	1/6/2025	N/A	CITED	\$50.00	FIRE LANE	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/7/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
266 TUFT	VEHICLE CHECK	1/7/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/7/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/8/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
1757 JENNINGS	VEHICLE CHECK	1/8/2025	N/A	CHECKS OK	\$0.00	CHECKS OK	ACOSTA
9TH/MARIE	VEHICLE CHECK	1/8/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
NAPLES/5TH	VEHICLE CHECK	1/10/2025	N/A	CITED	\$40.00	18 FROM CURB	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/10/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
630 S KATE	MUNI CODE VIOLATION	1/10/2025	N/A	NAT	\$0.00	NAT	ACOSTA
250 VALENZUELA	FOLLOW UP	1/14/2025	N/A	WARNING	\$0.00	FOLLOW UP	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/16/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
554 BOU CIRC	FOLLOW UP	1/18/2025	N/A	CHECKS OK	\$0.00	FOLLOW UP	NAVARRO
436 LOLITA	VEHICLE CHECK	1/19/2025	N/A	CITED	\$50.00	BLOCKING ALLEY	NAVARRO
423 KATE	VEHICLE CHECK	1/19/2025	N/A	CHECKS OK	\$0.00	CHECKS OK	NAVARRO
654 I ST	VEHICLE CHECK	1/19/2025	N/A	CITED	\$50.00	EXP REG	NAVARRO
570 DIVISEDERO	VEHICLE CHECK	1/19/2025	N/A	CITED	\$50.00	FIRE LANE	NAVARRO
242 TUFT	VEHICLE CHECK	1/19/2025	N/A	CITED	\$50.00	EXP REG	NAVARRO
800 GARCIA	VEHICLE CHECK	1/21/2025	N/A	CITED	\$50.00	FIRE LANE	ACOSTA
800 GARCIA	VEHICLE CHECK	1/21/2025	N/A	CITED	\$50.00	FIRE LANE	ACOSTA
271 MCABE	VEHICLE CHECK	1/21/2025	N/A	CITED	\$50.00	ILLEGALLY PARKED	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/22/2025	N/A	CHECKS OK	\$0.00	CHECKS OK	ACOSTA
BELMONT/OLLER	VEHICLE CHECK	1/22/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
693 LOZANO	VEHICLE CHECK	1/23/2025	N/A	WARNING	\$0.00	WARNING	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/23/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
251 SAN PEDRO	VEHICLE CHECK	1/23/2025	N/A	TAG	\$0.00	TAG	ACOSTA
350 SORNSEN	VEHICLE CHECK	1/23/2025	N/A	CITED	\$50.00	FIRE LANE	ACOSTA
201 HOLMES	FOLLOW UP	1/23/2025	N/A	NAT	\$0.00	FOLLOW UP	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/23/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA

Code Enforcement
Monthly Log

January 2025

354 QUINCE	VEHICLE CHECK	1/23/2025	N/A	TAG	\$0.00	TAG	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/23/2025	NA	CITED	\$50.00	NO PARKING POSTED	ACOSTA
JST/IST	VEHICLE CHECK	1/25/2025	N/A	TAG	\$0.00	TAG	ACOSTA
7TH/LOLITA	VEHICLE CHECK	1/25/2025	N/A	NAT	\$0.00	NAT	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/26/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
KST/2ND	VEHICLE CHECK	1/26/2025	N/A	CITED	\$50.00	18 FROM CURB	ACOSTA
693 LOZANO	VEHICLE CHECK	1/27/2025	NA	WARNING	\$0.00	WARNING	ACOSTA
271 MCABE	PUBLIC HAZARD	1/27/2025	N/A	CITED	\$50.00	DOG AT LARGE	ACOSTA
647 PEREZ	VEHICLE CHECK	1/28/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
647 PEREZ	VEHICLE CHECK	1/28/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
350 SORNSEN	VEHICLE CHECK	1/28/2025	N/A	CITED	\$50.00	EXP REG	ACOSTA
BLACK/SANTACRUZ	VEHICLE CHECK	1/28/2025	N/A	CITED	\$50.00	EXP REG	ACOSTA
651 LOZANO	VEHICLE CHECK	1/29/2025	N/A	CITED	\$50.00	18 FROM CURB	ACOSTA
JST/2ND	VEHICLE CHECK	1/29/2025	NA	CITED	\$50.00	EXP REG	ACOSTA
NAPLES/2ND	VEHICLE CHECK	1/29/2025	N/A	CITED	\$50.00	NO PARKING POSTED	ACOSTA
230 L ST	MUNI CODE VIOLATION	1/31/2025	N/A	CITED	\$50.00	DOG AT LARGE	ACOSTA
TOTAL:					\$2,090.00		

MENDOTA POLICE DEPARTMENT

JANUARY 2025



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
250000004.1		1/1/2025	Wed	NO	HIT & RUN	VC 20002
250000005.1		1/1/2025	Wed	YES	AGGRAVATED ASSAULT (DV)	PC273.5
250000006.1		1/1/2025	Wed	NO	GRAND THEFT AUTO	VC 10851
250000007.1		1/2/2025	Thu	NO	REPOSSESSION	
250000008.1		1/2/2025	Thu	NO	COURTESY REPORT	
250000010.1		1/2/2025	Thu	NO	GRAND THEFT AUTO	VC 10851
250000016.1		1/2/2025	Thu	NO	MENTALLY UNSTABLE	WI 5150
250000017.1		1/2/2025	Thu	NO	VANDALISM	PC 594
250000029.1		1/3/2025	Fri	NO	AGGRAVATED ASSAULT	PC 245
250000032.1		1/3/2025	Fri	NO	ROBBERY	PC 211
250000034.1		1/4/2025	Sat	NO	GTA RECOVERY	
250000037.1		1/4/2025	Sat	NO	ANIMAL COMPLAINT	
250000042.1		1/4/2025	Sat	YES	DUI ARREST	VC 23152
250000045.1		1/5/2025	Sun	YES	OPEN CONTAINER	BP 25620
250000046.1		1/5/2025	Sun	NO	LOST PROPERTY	
250000047.1		1/5/2025	Sun	YES	NARCOTICS VIOLATION	HS 11350
250000048.1		1/5/2025	Sun	NO	FOUND PROPERTY	
250000049.1		1/5/2025	Sun	NO	REPOSSESSION	
250000057.1		1/6/2025	Mon	YES	OPEN CONTAINER	BP 25620
250000059.1		1/6/2025	Mon	NO	REPOSSESSION	
250000063.1		1/6/2025	Mon	NO	INCIDENT REPORT	
250000064.1		1/6/2025	Mon	NO	FIELD INTERVIEW	
250000067.1		1/6/2025	Mon	NO	OTHER AGENCY ASSIST	
250000068.1		1/7/2025	Tue	NO	FIELD INTERVIEW	
250000069.1		1/7/2025	Tue	YES	NARCOTICS VIOLATION	HS 11377
250000073.1		1/7/2025	Tue	NO	INCIDENT REPORT	
250000078.1		1/8/2025	Wed	YES	PROBATION VIOLATION	PC 1203.2
250000079.1		1/8/2025	Wed	YES	OPEN CONTAINER	BP 25620
250000080.1		1/8/2025	Wed	NO	INCIDENT REPORT	
250000081.1		1/8/2025	Wed	NO	CANCELLED	
250000083.1		1/8/2025	Wed	NO	INCIDENT REPORT	
250000084.1		1/8/2025	Wed	NO	FIELD INTERVIEW	
250000085.1		1/8/2025	Wed	NO	REPOSSESSION	
250000086.1		1/9/2025	Thu	NO	GTA RECOVERY	
250000087.1		1/9/2025	Thu	YES	EXPIRED REG	VC 4462.5
250000088.1		1/9/2025	Thu	NO	INCIDENT REPORT	
250000090.1		1/9/2025	Thu	NO	PETTY THEFT	PC 484
250000093.1		1/9/2025	Thu	YES	NARCOTICS VIOLATION	HS 11364
250000094.1		1/9/2025	Thu	NO	INCIDENT REPORT	
250000095.1		1/9/2025	Thu	NO	FIELD INTERVIEW	
250000098.1		1/10/2025	Fri	NO	INCIDENT REPORT	
250000100.1		1/10/2025	Fri	NO	GRAND THEFT AUTO	VC 10851
250000101.1		1/11/2025	Sat	NO	FIELD INTERVIEW	
250000102.1		1/11/2025	Sat	YES	EVADING	VC 2800.2
250000105.1		1/11/2025	Sat	YES	PUBLIC INTOXICATION	PC 647F
250000107.1		1/12/2025	Sun	NO	FIELD INTERVIEW	
250000108.1		1/12/2025	Sun	NO	GRAND THEFT AUTO	VC 10851

MENDOTA POLICE DEPARTMENT

JANUARY 2025



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
250000109.1		1/12/2025	Sun	NO	INCIDENT REPORT	
250000110.1		1/12/2025	Sun	NO	INCIDENT REPORT	
250000111.1		1/12/2025	Sun	NO	CANCELLED	
250000114.1		1/12/2025	Sun	YES	VANDALISM	PC 594
250000117.1		1/12/2025	Sun	YES	EVADING	VC 2800.2
250000119.1		1/13/2025	Mon	NO	INCIDENT REPORT	
250000121.1		1/13/2025	Mon	NO	INCIDENT REPORT	
250000122.1		1/13/2025	Mon	NO	HIT & RUN	VC 20002
250000123.1		1/13/2025	Mon	NO	VANDALISM	PC 594
250000124.1		1/13/2025	Mon	NO	REPOSSESSION	
250000127.1		1/14/2025	Tue	YES	WARRANT ARREST	PC 978.5
250000130.1		1/14/2025	Tue	NO	VEHICLE BURGLARY	PC 459
250000131.1		1/15/2025	Wed	NO	INCIDENT REPORT	
250000133.1		1/15/2025	Wed	NO	COMMERCIAL BURGLARY	PC 459
250000134.1		1/15/2025	Wed	NO	AGGRAVATED ASSAULT	PC 245A1
250000135.1		1/15/2025	Wed	YES	NARCOTICS VIOLATION	HS 11550
250000140.1		1/16/2025	Thu	NO	HIT & RUN	VC 20002
250000141.1		1/16/2025	Thu	YES	NARCOTICS VIOLATION	HS 11364
250000142.1		1/16/2025	Thu	NO	CITIZEN ASSIST	
250000145.1		1/17/2025	Fri	NO	VANDALISM	PC 594B1
250000148.1		1/17/2025	Fri	NO	RAPE	PC 261.5, PC 236, PC 288
250000151.1		1/18/2025	Sat	NO	VANDALISM	PC 594B2
250000153.1		1/18/2025	Sat	NO	FIELD INTERVIEW	
250000157.1		1/18/2025	Sat	NO	PETTY THEFT	PC 484
250000159.1		1/18/2025	Sat	YES	NARCOTICS VIOLATION	HS 11377
250000161.1		1/18/2025	Sat	YES	RESISTING	PC 148.5
250000162.1		1/18/2025	Sat	NO	VANDALISM	PC 594
250000163.1		1/18/2025	Sat	YES	AGGRAVATED ASSAULT (DV)	PC 245A1, PC 273.5
250000164.1		1/19/2025	Sun	NO	FIELD INTERVIEW	
250000165.1		1/19/2025	Sun	YES	FOLLOW-UP	
250000166.1		1/19/2025	Sun	NO	PETTY THEFT	PC 484
250000167.1		1/19/2025	Sun	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
250000168.1		1/19/2025	Sun	YES	PUBLIC INTOXICATION	PC 647F
250000169.1		1/19/2025	Sun	YES	PUBLIC INTOXICATION	PC 647F
250000170.1		1/19/2025	Sun	YES	SIMPLE ASSAULT (DV)	PC 243E1
250000171.1		1/20/2025	Mon	NO	VANDALISM	PC 594
250000173.1		1/20/2025	Mon	YES	WARRANT ARREST	PC 978.5
250000174.1		1/20/2025	Mon	NO	TRAFFIC COLLISION	
250000181.1		1/21/2025	Tue	NO	CANCELLED	
250000182.1		1/21/2025	Tue	NO	PETTY THEFT	PC 484
250000183.1		1/21/2025	Tue	NO	GTA RECOVERY	
250000186.1		1/22/2025	Wed	NO	VANDALISM	PC 594
250000191.1		1/22/2025	Wed	NO	VANDALISM	PC 594
250000194.1		1/23/2025	Thu	NO	HIT & RUN	VC 20002
250000195.1		1/23/2025	Thu	NO	PETTY THEFT	PC 484
250000196.1		1/23/2025	Thu	NO	REPOSSESSION	

MENDOTA POLICE DEPARTMENT

JANUARY 2025

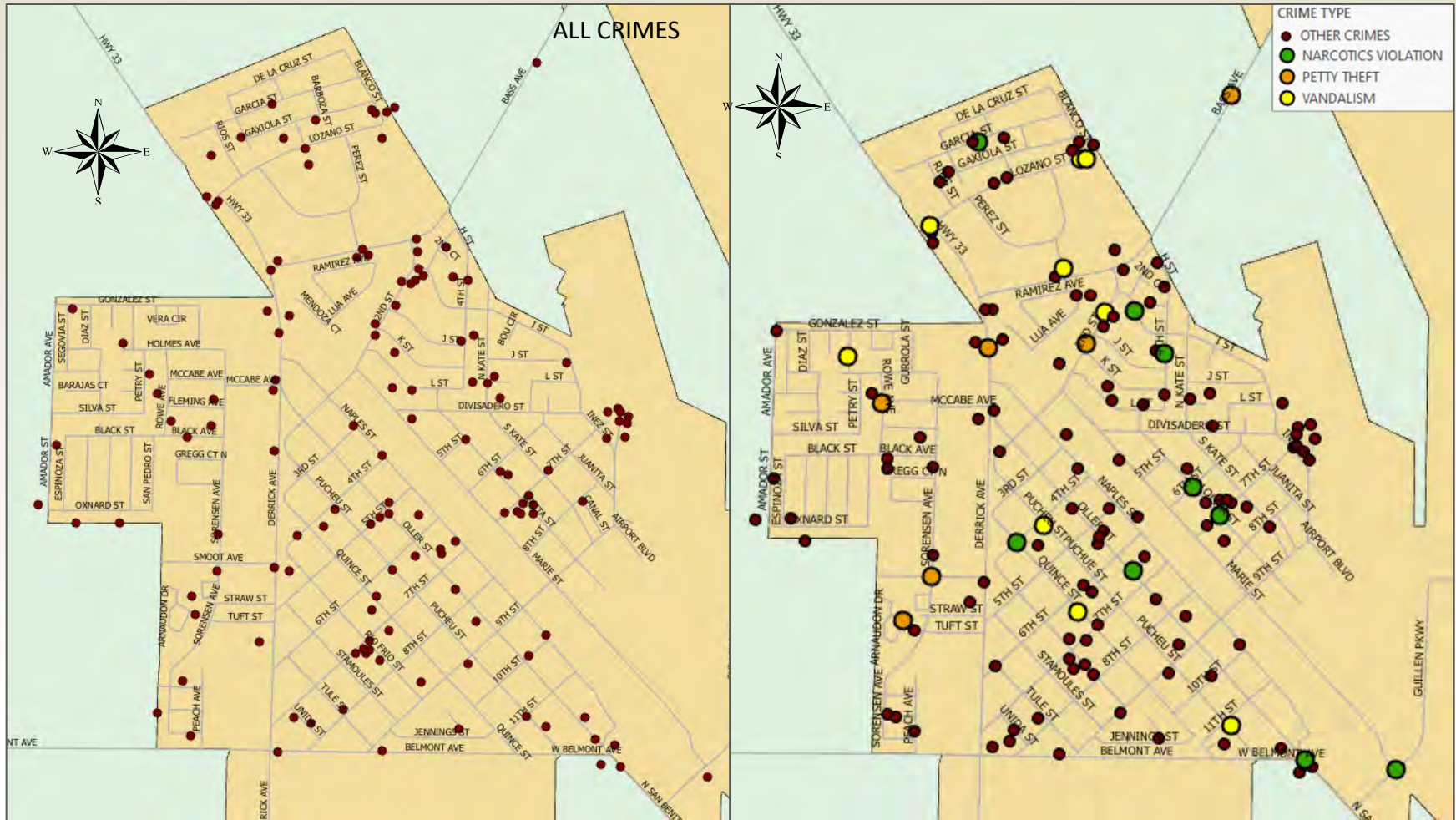


CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
250000197.1		1/23/2025	Thu	NO	TRAFFIC COLLISION	
250000198.1		1/23/2025	Thu	YES	PUBLIC INTOXICATION	PC 647F
250000200.1		1/24/2025	Fri	YES	WARRANT ARREST	PC 978.5
250000201.1		1/24/2025	Fri	NO	ARSON	PC 451
250000202.1		1/24/2025	Fri	NO	FIELD INTERVIEW	
250000203.1		1/24/2025	Fri	YES	RESISTING	PC 148A1
250000206.1		1/24/2025	Fri	NO	RO VIOLATION	PC 273.6
250000207.1		1/25/2025	Sat	YES	WARRANT ARREST	PC 978.5
250000209.1		1/25/2025	Sat	NO	FIELD INTERVIEW	
250000212.1		1/25/2025	Sat	NO	SIMPLE ASSAULT	PC 242
250000213.1		1/25/2025	Sat	NO	TRAFFIC COLLISION	
250000214.1		1/25/2025	Sat	YES	SIMPLE ASSAULT	PC 242
250000215.1		1/25/2025	Sat	NO	HIT & RUN	VC 20002
250000216.1		1/25/2025	Sat	YES	NARCOTICS VIOLATION	HS 11377
250000218.1		1/26/2025	Sun	YES	RO VIOLATION	PC 273.5, PC 1203.2
250000220.1		1/26/2025	Sun	NO	MISSING PERSON	
250000221.1		1/26/2025	Sun	NO	RO VIOLATION	PC 273.6
250000224.1		1/27/2025	Mon	NO	INCIDENT REPORT	
250000225.1		1/27/2025	Mon	NO	INCIDENT REPORT	
250000226.1		1/27/2025	Mon	YES	AGGRAVATED ASSAULT	PC 245A1, PC 594A2
250000227.1		1/27/2025	Mon	NO	PETTY THEFT	PC 484
250000228.1		1/27/2025	Mon	NO	FIELD INTERVIEW	
250000230.1		1/27/2025	Mon	NO	FIELD INTERVIEW	
250000231.1		1/27/2025	Mon	YES	NARCOTICS VIOLATION	HS 11377A, HS 1164A
250000232.1		1/27/2025	Mon	NO	FIELD INTERVIEW	
250000233.1		1/27/2025	Mon	NO	FIELD INTERVIEW	
250000238.1		1/28/2025	Tue	NO	FOUND PERSON	
250000241.1		1/28/2025	Tue	NO	FIELD INTERVIEW	
250000242.1		1/29/2025	Wed	YES	AGGRAVATED ASSAULT	PC 245A1
250000244.1		1/29/2025	Wed	NO	IDENTITY THEFT	PC 530.5
250000245.1		1/29/2025	Wed	NO	INCIDENT REPORT	
250000246.1		1/29/2025	Wed	NO	ROBBERY	PC 211, PC 243E1
250000248.1		1/29/2025	Wed	NO	FIELD INTERVIEW	
250000249.1		1/29/2025	Wed	NO	RO VIOLATION	
250000250.1		1/29/2025	Wed	NO	INCIDENT REPORT	
250000252.1		1/29/2025	Wed	YES	WARRANT ARREST	PC 978.5
250000254.1		1/30/2025	Thu	NO	DECEASED PERSON	11-44
250000256.1		1/30/2025	Thu	YES	NARCOTICS VIOLATION	HS 11352B1
250000257.1		1/30/2025	Thu	YES	VEHICLE PURSUIT	VC 2800.1A, VC 14601.2A
250000261.1		1/30/2025	Thu	NO	GRAND THEFT AUTO	VC 10851
250000262.1		1/31/2025	Fri	YES	NARCOTICS VIOLATION	HS 11377A
250000263.1		1/31/2025	Fri	NO	FIELD INTERVIEW	
250000264.1		1/31/2025	Fri	NO	CHECK WELFARE	
250000266.1		1/31/2025	Fri	NO	VANDALISM	PC 594
250000271.1		1/31/2025	Fri	YES	WEAPONS POSSESSION (GUN)	PC 25850C4, PC 25400A1
250000272.1		1/31/2025	Fri	NO	MENTALLY UNSTABLE	WI 5150



MENDOTA POLICE DEPARTMENT

JANUARY 2025 - MAP



MENDOTA POLICE DEPARTMENT

JANUARY 2025



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT		1		2		1		4
AGGRAVATED ASSAULT (DV)	1			1			1	3
ANIMAL COMPLAINT							1	1
ARSON						1		1
CANCELLED	1		1	1				3
CHECK WELFARE						1		1
CITIZEN ASSIST					1			1
COMMERCIAL BURGLARY				1				1
COURTESY REPORT					1			1
DECEASED PERSON					1			1
DUI ARREST							1	1
EVADING	1						1	2
EXPIRED REG					1			1
FIELD INTERVIEW	2	5	2	2	1	2	3	17
FOLLOW-UP	1							1
FOUND PERSON			1					1
FOUND PROPERTY	1							1
GRAND THEFT AUTO	1			1	2	1		5
GTA RECOVERY			1		1		1	3
HIT & RUN		1		1	2		1	5
IDENTITY THEFT				1				1
INCIDENT REPORT	2	5	1	5	2	1		16
LOST PROPERTY	1							1
MENTALLY UNSTABLE					1	1		2
MISSING PERSON	1							1
NARCOTICS VIOLATION	1	1	1	1	3	1	2	10
OPEN CONTAINER	1	1		1				3
OTHER AGENCY ASSIST		1						1
PETTY THEFT	1	1	1		2		1	6
PROBATION VIOLATION				1				1
PUBLIC INTOXICATION	2				1		1	4
RAPE						1		1
REPOSSESSION	1	2		1	2			6
RESISTING						1	1	2
RO VIOLATION	2			1		1		4
ROBBERY				1		1		2
SIMPLE ASSAULT							2	2
SIMPLE ASSAULT (DV)	1							1
TRAFFIC COLLISION		1			1		1	3
VANDALISM	1	2		2	1	2	2	10
VEHICLE BURGLARY			1					1
VEHICLE PURSUIT					1			1
WARRANT ARREST		1	1	1		1	1	5
WEAPONS POSSESSION (GUN)						1		1
Grand Total	22	22	10	24	24	17	20	139

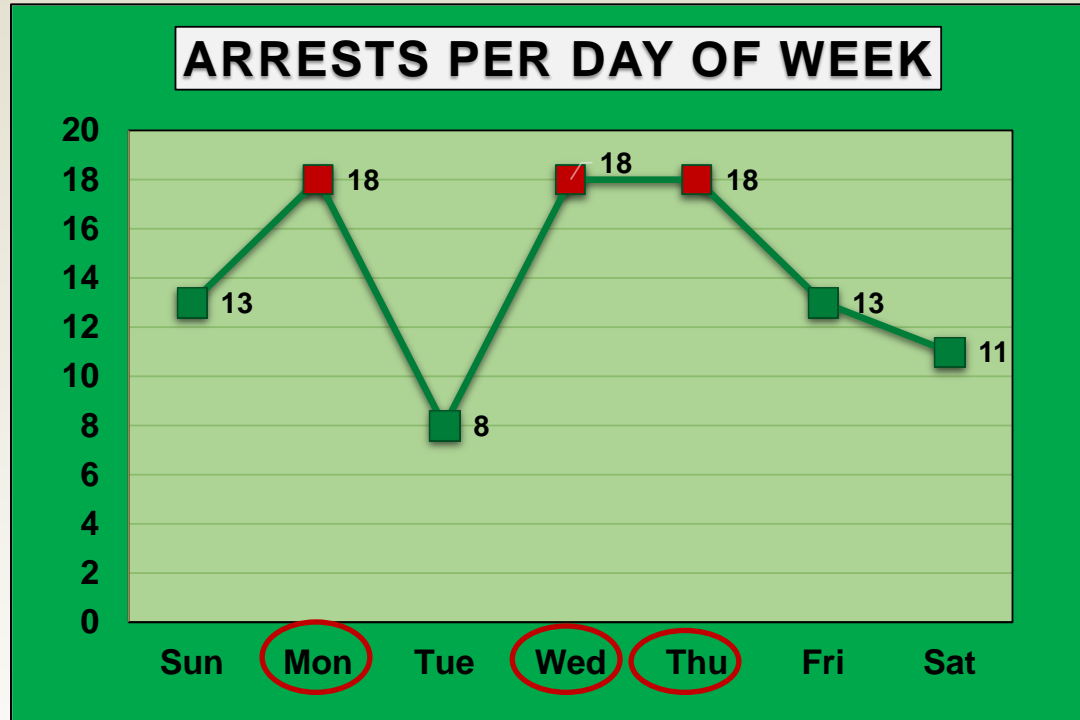


MENDOTA POLICE DEPARTMENT

JANUARY 2025 - ARRESTS



DAYS	ARRESTS
Sun	13
Mon	18
Tue	8
Wed	18
Thu	18
Fri	13
Sat	11
Grand Total	99



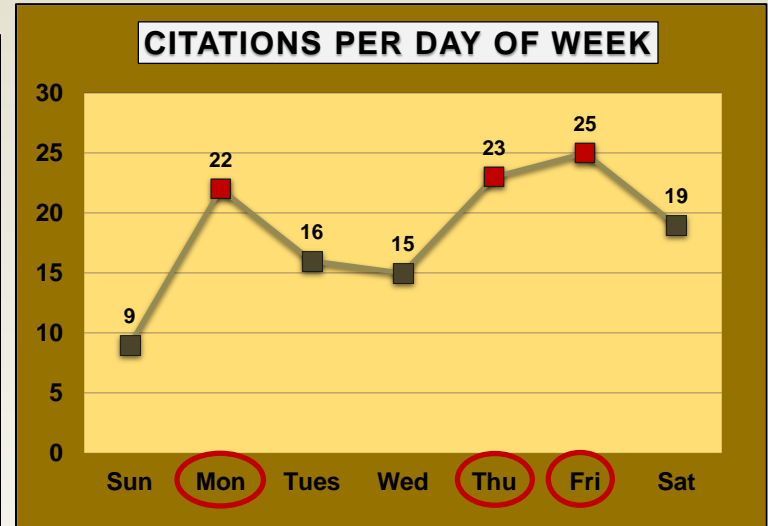


MENDOTA POLICE DEPARTMENT

JANUARY 2025 - CITES



CASE_NO	DATE	DAY	CASE_NO	DATE	DAY	CASE_NO	DATE	DAY
250000009.1	1/2/2025	Thu	250000072.1	1/7/2025	Tue	250000176.1	1/20/2025	Mon
250000011.1	1/2/2025	Thu	250000074.1	1/8/2025	Wed	250000177.1	1/20/2025	Mon
250000012.1	1/2/2025	Thu	250000075.1	1/8/2025	Wed	250000178.1	1/20/2025	Mon
250000013.1	1/2/2025	Thu	250000076.1	1/8/2025	Wed	250000179.1	1/21/2025	Tue
250000014.1	1/2/2025	Thu	250000077.1	1/8/2025	Wed	250000180.1	1/21/2025	Tue
250000015.1	1/2/2025	Thu	250000082.1	1/8/2025	Wed	250000184.1	1/21/2025	Tue
250000018.1	1/2/2025	Thu	250000089.1	1/9/2025	Thu	250000185.1	1/22/2025	Wed
250000019.1	1/2/2025	Thu	250000091.1	1/9/2025	Thu	250000187.1	1/22/2025	Wed
250000020.1	1/3/2025	Fri	250000092.1	1/9/2025	Thu	250000188.1	1/22/2025	Wed
250000021.1	1/3/2025	Fri	250000096.1	1/10/2025	Fri	250000189.1	1/22/2025	Wed
250000022.1	1/3/2025	Fri	250000097.1	1/10/2025	Fri	250000190.1	1/22/2025	Wed
250000023.1	1/3/2025	Fri	250000099.1	1/10/2025	Fri	250000192.1	1/23/2025	Thu
250000024.1	1/3/2025	Fri	250000103.1	1/11/2025	Sat	250000193.1	1/23/2025	Thu
250000025.1	1/3/2025	Fri	250000104.1	1/11/2025	Sat	250000199.1	1/24/2025	Fri
250000026.1	1/3/2025	Fri	250000106.1	1/11/2025	Sat	250000204.1	1/24/2025	Fri
250000027.1	1/3/2025	Fri	250000112.1	1/12/2025	Sun	250000205.1	1/24/2025	Fri
250000028.1	1/3/2025	Fri	250000113.1	1/12/2025	Sun	250000208.1	1/25/2025	Sat
250000030.1	1/3/2025	Fri	250000115.1	1/12/2025	Sun	250000210.1	1/25/2025	Sat
250000031.1	1/3/2025	Fri	250000116.1	1/12/2025	Sun	250000211.1	1/25/2025	Sat
250000033.1	1/4/2025	Sat	250000118.1	1/13/2025	Mon	250000217.1	1/26/2025	Sun
250000035.1	1/4/2025	Sat	250000120.1	1/13/2025	Mon	250000219.1	1/26/2025	Sun
250000036.1	1/4/2025	Sat	250000125.1	1/14/2025	Tue	250000222.1	1/26/2025	Sun
250000038.1	1/4/2025	Sat	250000126.1	1/14/2025	Tue	250000223.1	1/27/2025	Mon
250000039.1	1/4/2025	Sat	250000128.1	1/14/2025	Tue	250000229.1	1/27/2025	Mon
250000040.1	1/4/2025	Sat	250000129.1	1/14/2025	Tue	250000234.1	1/28/2025	Tue
250000041.1	1/4/2025	Sat	250000132.1	1/15/2025	Wed	250000235.1	1/28/2025	Tue
250000043.1	1/5/2025	Sun	250000136.1	1/15/2025	Wed	250000236.1	1/28/2025	Tue
250000044.1	1/5/2025	Sun	250000137.1	1/16/2025	Thu	250000237.1	1/28/2025	Tue
250000050.1	1/6/2025	Mon	250000138.1	1/16/2025	Thu	250000239.1	1/28/2025	Tue
250000051.1	1/6/2025	Mon	250000139.1	1/16/2025	Thu	250000240.1	1/28/2025	Tue
250000052.1	1/6/2025	Mon	250000143.1	1/16/2025	Thu	250000243.1	1/29/2025	Wed
250000053.1	1/6/2025	Mon	250000144.1	1/16/2025	Thu	250000247.1	1/29/2025	Wed
250000054.1	1/6/2025	Mon	250000146.1	1/17/2025	Fri	250000251.1	1/29/2025	Wed
250000055.1	1/6/2025	Mon	250000147.1	1/17/2025	Fri	250000253.1	1/30/2025	Thu
250000056.1	1/6/2025	Mon	250000149.1	1/17/2025	Fri	250000255.1	1/30/2025	Thu
250000058.1	1/6/2025	Mon	250000150.1	1/18/2025	Sat	250000258.1	1/30/2025	Thu
250000060.1	1/6/2025	Mon	250000152.1	1/18/2025	Sat	250000259.1	1/30/2025	Thu
250000061.1	1/6/2025	Mon	250000154.1	1/18/2025	Sat	250000260.1	1/30/2025	Thu
250000062.1	1/6/2025	Mon	250000155.1	1/18/2025	Sat	250000265.1	1/31/2025	Fri
250000065.1	1/6/2025	Mon	250000158.1	1/18/2025	Sat	250000267.1	1/31/2025	Fri
250000066.1	1/6/2025	Mon	250000160.1	1/18/2025	Sat	250000268.1	1/31/2025	Fri
250000070.1	1/7/2025	Tue	250000172.1	1/20/2025	Mon	250000269.1	1/31/2025	Fri
250000071.1	1/7/2025	Tue	250000175.1	1/20/2025	Mon	250000270.1	1/31/2025	Fri

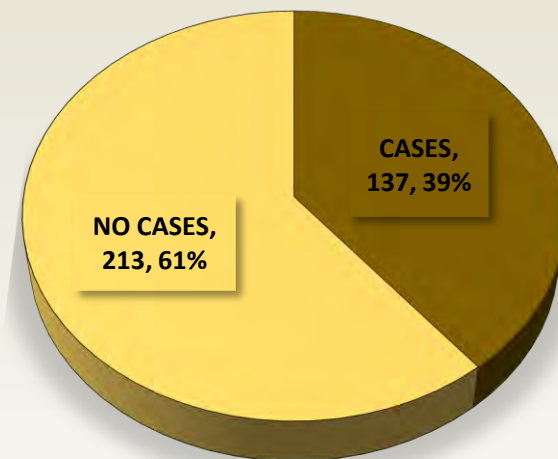
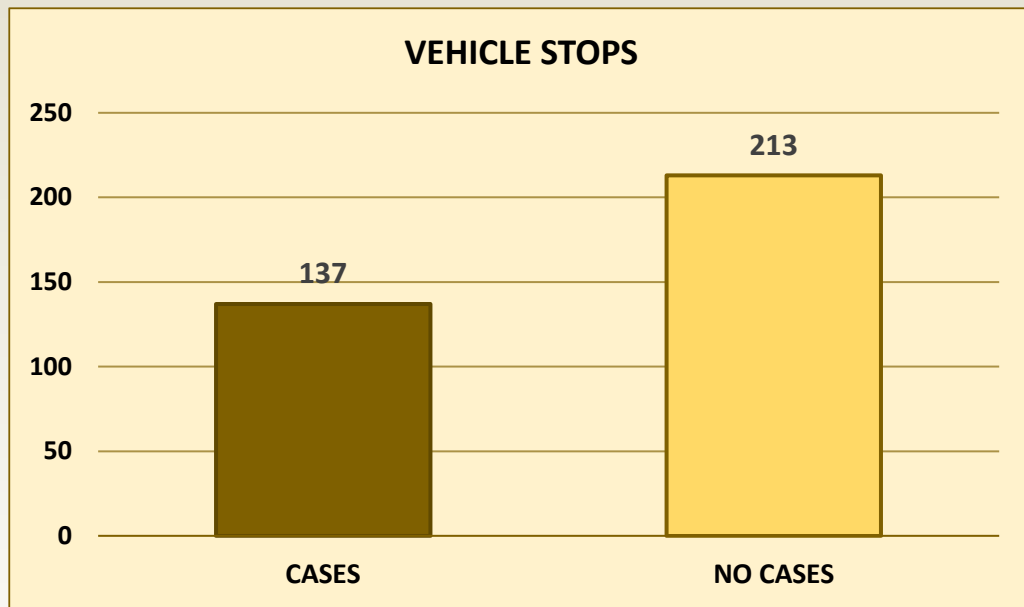


DAYS	COUNT
Sun	9
Mon	22
Tues	16
Wed	15
Thu	23
Fri	25
Sat	19
Grand Total	129



MENDOTA POLICE DEPARTMENT

JANUARY 2025 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 350

- WITH CASE NUMBERS – 137
- WITHOUT CASE NUMBERS - 213



MENDOTA POLICE DEPARTMENT

JANUARY 2025



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2025 Totals	DEC-JAN%
Homicide	0	0												0	NON-CAL
Rape	0	1												1	NON-CAL
Other Sex Offense	3	0												0	-100%
Robbery	2	2												2	0%
Aggravated Assault	7	4												4	-43%
Aggravated Assault (DV)	2	3												3	50%
Simple Assault	2	2												2	0%
Simple Assault (DV)	1	2												2	100%
Residential Burglary	0	0												0	NON-CAL
Commercial Burglary	1	1												1	0%
Auto Theft	11	5												5	-55%
Grand Theft	2	0												0	-100%
Petty Theft	2	6												6	200%
Vehicle Burglary	3	1												1	-67%
ID Theft/Fraud	1	1												1	0%
Arson	0	1												1	NON-CAL
Vandalism	9	10												10	11%
Hate Crimes	0	0												0	NON-CAL
Possession of Firearm	0	1												1	NON-CAL
Possession of Knife	0	0												0	NON-CAL
DUI Arrests	3	1												1	-67%
Public Intoxication	0	4												4	NON-CAL
Narcotics Violation	4	10												10	150%
Parole/Probation Violation	0	2												2	NON-CAL
Restraining Order Violation	1	4												4	300%
Warrant Arrest	15	5												5	-67%
Mental Health Reports	7	2												2	-71%
Runaway / Missing	1	1												1	0%
Trespass	2	0												0	-100%
TOTALS	79	69	0	0	0	0	0	0	0	0	0	0	0	69	-13%



MENDOTA POLICE DEPARTMENT

JANUARY 2025



VANDALISM: **10 TOTAL**

- 4 TO RESIDENCES
- 3 TO VEHICLES
- 2 TO PUBLIC PROPERTY
- 1 TO BUSINESS



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: February 14, 2025

Engineering Projects:

Streets

1. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Winter 2025
2. Derrick & Oller Roundabout
 - Construction contract award on agenda tonight
 - Construction anticipated to start in April 2025 through September 2025
3. 5th & Quince Street Reconstruction:
 - Design in progress
 - Construction planned for Fall 2025
4. Amador & Smoot Extension:
 - Design in progress
 - \$874,000 in STBG & CMAQ TPP funds; Construction planned for Fall 2025
 - Coordinating with WWD for easement/right-of-way/land
5. 2025 Local Street Reconstruction:
 - Design in progress
 - Construction funded with CPF Congressional Appropriations planned for Summer/Fall 2025
6. Divisadero Street Reconstruction:
 - \$985,157 in STBG funding programmed for construction in FFY 25/26
 - Design in progress
 - Construction planned for Spring 2026

Parks

1. Rojas Pierce Park:
 - CDBG funded Phase 3: Restroom & Concession Building is being changed to addition of new soccer field and restoration of turf on existing field
 - Working with WWD & staff for acquisition of land to Amador

Water

1. Well 10 and Water Main Relocation
 - Construction documents are completed and potential to bid and construct this fall; Coordination with USBR, BB Limited & PG&E

2. Backwash Reclaim Project
 - Design in progress; looking for funding opportunities for construction
3. Westside Water Tank & Booster Pump
 - ARPA funded design in progress
 - Coordinating with Amador & Smoot Extension design
 - Construction anticipated in Spring 2025, pending land transfer

Planning/Development Projects

1. Housing Element adopted by City and certified by HCD
 - Will continue with minor zoning updates to implement changing housing laws
2. Rojas Pierce Park Annexation
 - Pending acquisition of land from WWD
3. Airport Land Use Plan
 - Coordinating with City staff and Airport Subcommittee

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 to be submitted to FCOG for competitive call for projects in March
3. 2026 Alley Paving Project:
 - Application for CMAQ funding to be submitted to FCOG for competitive call for projects in March
4. 7th Street Pavement Rehabilitation (Naples to Unida):
 - Application for STBG funding to be submitted to FCOG for competitive call for projects in March
5. Smoot Avenue Reconstruction (west of Sorensen):
 - Application for STBG funding to be submitted to FCOG for competitive call for projects in March
6. Naples Street Reconstruction (5th to 8th):
 - Application for STBG funding to be submitted to FCOG for competitive call for projects in March
7. 2nd Street Stormwater Project:
 - Prop 1 TA funded preliminary engineering completed
 - Application submitted for \$7.5 million in OSG funding and is being reviewed by Waterboard

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 and NEPA for Panoche Creek flood study
5. Following up with FAA for airport closure
6. Assistance with Community Center project

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

- Engineers: 11
- Planners: 3
- Surveyors: 0
- Environmental Specialist: 0
- GIS/CAD Specialists: 2
- Construction Manager: 0
- Project Administrator: 2
- Public Relations: 1

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