

VICTOR MARTINEZ
Mayor
JOSE ALONSO
Mayor Pro Tempore
LIBERTAD "LIBERTY" LOPEZ
JESSE LUA MENDOZA
JOSEPH R. RIOFRIO

CITY OF MENDOTA

"Cantaloupe Center Of The World"

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting City Council Chambers 725 Riofrio Street Mendota, California 93640 April 1, 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

- Adjustments to Agenda
- Adoption of final Agenda

PRESENTATION

 Billie Hansen with Mid Valley Disposal to provide an update and present the Recycler of the Year Award to Latino Market.

City Council Agenda

April 1, 2025

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

- Council Member(s)
- Mayor

PUBLIC COMMENT

At this time, members of the public may address the City Council on any matter <u>not listed</u> 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

- Minutes of the regular City Council meeting of March 4, 2025, and the special City Council joint work/study session of March 18, 2025.
- 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.

- FEBRUARY 26, 2025 THROUGH MARCH 14, 2025
 - a. WARRANT LIST CHECK NOS. 56073 THROUGH 56165
 - b. TOTAL FOR COUNCIL APPROVAL = \$835,581.27
- Proposed adoption of Resolution No. 25-16, designating surplus real property and approving a Lease Agreement with La Granja De Favian.
- Proposed adoption of Resolution No. 25-19, approving a proposal for Information Technology managed services with Datapath; authorizing the City Manager to enter into an agreement and execute all necessary documents.
- Proposed adoption of Resolution No. 25-20, authorizing the City Manager to purchase a vehicle in an amount not to exceed \$80,000.00 plus taxes and fees and execute all documents necessary to effectuate the purchase.
- Proposed adoption of Resolution No. 25-21, approving the dissolution of the Mendota Public Safety Sub-Committee and directing staff to explore and present alternative committee structures that comprehensively address all aspects of public safety in the future.
- Proposed ratification of a letter of support for the LEAP Institute's "Green Raiteros" Program service area expansion.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

- Animal Control, Code Enforcement, and Police Department
 a) February Monthly Logs
- City Engineer
 - a) Update
- 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, April 1, 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, March 28, 2025, by 5:00 p.m.

Celeste Cabrera-Garcja, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting March 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, and

Jesus "Jesse" Mendoza, and Joseph R. Riofrio

Council Members Absent: None

Flag salute led by Assistant Public Works Director Bañuelos

Invocation led by Police Chaplain Robert Salinas

A moment of silence was held for a community member who recently passed away.

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 Mendoza; unanimously approved (5 ayes).

PRESENTATION

1. City Council to honor Silvia Valencia, owner of Silvia's Fashion, for over 21 years of business in the community.

The City Council presented a certificate of recognition to Silvia Valencia, owner of Silvia's Fashion.

Ms. Valencia shared the history of Silvia's Fashion; thanked the Council for the recognition; and commented on the positive progress of the community.

The City Council thanked Ms. Valencia for her commitment and support to the community.

2. Chief Plant Operator Angel to present the Public Utilities Department's 2024 Employee of the Year Award to Maintenance Worker III Jose T. Almanza.

Chief Plant Operator Angel presented the Public Utilities Department's 2024 Employee of the Year Award to Maintenance Worker III Jose T. Almanza and shared a few words about Mr. Almanza.

Mr. Almanza shared a few words and thanked staff and the Council.

3. Assistant Public Works Director Bañuelos to present the Public Works Department's 2024 Employee of the Year Award to Maintenance Worker II Gabriel Llanos.

Assistant Public Works Director Bañuelos presented the Public Works Department's 2024 Employee of the Year Award to Maintenance Worker II Gabriel Llanos and shared a few words about Mr. Llanos.

Mr. Llanos shared a few words and thanked staff and the Council.

4. Finance Director Valdez to present the Finance Department's 2024 Employee of the Year Award to Administrative Assistant I Leidy Hernandez.

Finance Director Valdez presented the Finance Department's 2024 Employee of the Year Award to Administrative Assistant I Leidy Hernandez and shared a few words about Ms. Hernandez.

Ms. Hernandez shared a few words and thanked staff and the Council.

5. City Manager Gonzalez to present the City Administration's 2024 Employee of the Year Award to Assistant Public Works Director Macario "Mark" Bañuelos.

City Manager Gonzalez presented the City Administration's 2024 Employee of the Year Award to Assistant Public Works Director Macario "Mark" Bañuelos and shared a few words about Mr. Bañuelos

Mr. Bañuelos shared a few words and thanked staff and the Council.

The City Council thanked all of staff for their work and congratulated the 2024 Employees of the Year.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Mendoza congratulated the 2024 Employees of the Year; commented on a car wash fundraiser for Kevin Orellana; the drag racing events at Mendota Raceway Park; the Reyes Brothers Lowrider Car Show; and the Mendota Community Corporation Autism Awareness Banner Program.

Mayor Pro Tem Alonso wished his mom a happy 64th birthday; stated that he attended the Marjaree Mason Center Grand Opening; and commented on the upcoming Sacramento Advocacy Trip.

Council Member Lopez thanked the 2024 Employees of the Year and thanked staff and the Council for their work.

Council Member Riofrio commented on the recent passing of Adam Valdez.

2. Mayor

Mayor Martinez commented on businesses that recently opened; the various events being held each weekend; thanked Ramon Gonzalez with Mendota Raceway Park for his work; provided status update on various projects including the Derrick and Oller Roundabout project, the Eastside Streetlight project, the Community Center project, and the Pool Park Rehabilitation project; proposed passing lanes project on State Highways 180 and 33; and the City working to bring new housing developments to the community.

PUBLIC COMMENT

Douglas Benitez commented on the positive progress of the City in recent years; shared his concerns regarding a significant increase in Accessory Dwelling Units ("ADUs"); the lack of parking to accommodate ADUs; commented on non-local property owners constructing ADUs; and stated that non-local property owners do not care about the community.

Discussion was held on housing laws; whether the City can limit the construction of ADUs or restrict non-local property owners from purchasing property in the City; and Assistant City Attorney Castro researching local ADU laws for the cities of Kerman and Firebaugh.

Jose Garcia shared that he had the same concerns as Mr. Benitez; and thanked the Mendota Police Department for their good service.

Discussion was held on the direction provided to Assistant City Attorney Castro regarding researching local ADU laws for the cities of Kerman and Firebaugh.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

- 1. Minutes of the regular City Council meeting of February 18, 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 Council Member Riofrio to approve items 1 and 2, seconded by Council Member Lopez; unanimously approved (5 ayes).

CONSENT CALENDAR

- 1. FEBRUARY 11, 2025 THROUGH FEBRUARY 21, 2025
 - a. WARRANT LIST CHECK NOS. 56010 THROUGH 56072
 - b. TOTAL FOR COUNCIL APPROVAL = \$1,097,075.18
- 2. Proposed adoption of **Resolution No. 25-17**, accepting the 2024 Housing Element Annual Progress Report and General Plan Progress Report.
- 3. Proposed adoption of **Resolution No. 25-18**, approving the quote submitted by BSN Sports and authorizing the purchase of a scoreboard for the Benny Mares Sr. Baseball Field.

A motion was made by Mayor Pro Tem Alonso to approve items 1 through 3 of the Consent Calendar, seconded by Council Member Lopez; unanimously approved (5 ayes).

Discussion was held on how property taxes are determined and assessed.

BUSINESS

1. City Council to receive the Mid-Year Fiscal Year 2024-2025 Budget Update.

Mayor Martinez introduced the item and Finance Director Valdez provided the report.

Discussion was held on the information provided by Ms. Valdez, and the Council thanked Ms. Valdez for her work.

A motion was made by Council Member Lopez to approve the Mid-Year Fiscal Year 2024-2025 Budget Update report, seconded by Mayor Pro Tem Alonso; unanimously approved (5 ayes).

2. City Council discussion and consideration of **Resolution No. 25-14**, authorizing the creation of a Facilities Custodian position and approving its respective job description and salary schedule.

Mayor Martinez introduced the item and Director of Administrative Services/Assistant City

Manager Lekumberry provided the report.

Discussion was held on the item.

A motion was made by Mayor Pro Tem Alonso to adopt Resolution No. 25-14, seconded by Council Member Riofrio; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

- 1. City Engineer
 - a) Update

City Engineer Osborn provided an update on the Derrick and Oller Roundabout project ("Roundabout project").

Discussion was held on the Roundabout project, including traffic control and providing community outreach regarding traffic detours and delays due to the Roundabout project; road repair projects; the Citywide Railroad Improvements; the Community Center project; new pedestrian crossings on State Highway 33; the Fresno Council of Governments and Surface Transportation Block Grants; the Naples Street Reconstruction project; the Stormwater Improvement project on Naples and 2nd Street; the Eastside Streetlight project; potentially installing a turn lane on 9th and Lolita Streets; and potentially installing sidewalks on Lolita Street.

At 7:46 p.m. Mayor Martinez left the Council Chambers and returned at 7:48 p.m.

2. City Attorney

Assistant City Attorney Castro reported that he is working on various tasks and projects and commented on the upcoming Assembly Bill 1234 Ethics Training.

At 7:49 p.m. Council Member Lopez left the Council Chambers and retuned at 7:50 p.m.

Discussion was held on the status of the body worn cameras for the Mendota Police Department.

3. City Manager

City Manager Gonzalez reported on the new animal control facility; the new scoreboard being installed at the Alfredo Muratalla Baseball Field; working to purchase a new scoreboard for the Benny Mares Sr. Baseball Field; an upcoming Pool Park Rehabilitation Subcommittee meeting; Community Development Block Grants funding for the new soccer field at Rojas-Pierce Park; the City Council Housing Subcommittee meeting with Habitat for Humanity; potential housing development on Westlands Water District land near the City; and the Community Center project.

Discussion was held on the report provided by City Manager Gonzalez; the proposed golf course project at the William Robert Johnston Municipal Airport; the possibility of purchasing a scoreboard for the Danny Trejo Soccer Field; dedicating the new soccer field to a community member; Chief of Police Smith catching stray dogs in the City; and loud music decreasing in the City.

CLOSED SESSION

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

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 7:58 p.m. the City Council moved into closed session.

At 8:45 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 8:45 p.m. by Mayor Pro Tem Alonso, seconded by Council Member Mendoza; unanimously approved (5 ayes).

Victor Martinez, Mayor	_
ATTEST:	
Celeste Cabrera-Garcia, City Clerk	



MINUTES OF MENDOTA SPECIAL CITY COUNCIL JOINT WORK/STUDY SESSION

Special Joint Work/Study Session

March 18, 2025

Meeting called to order by City Clerk Cabrera-Garcia at 12:08 PM

Roll Call

Council Members Present: Mayor Pro Tem Jose Alonso, and Council Members

Libertad "Liberty" Lopez, Jesse Lua Mendoza and

Joseph R. Riofrio

Council Members Absent: Mayor Victor Martinez

Flag salute led by City Clerk Cabrera-Garcia

WORK/STUDY SESSION

1. City Council, Planning Commission, and Recreation Commission to participate in an Assembly Bill 1825/1661 Sexual Harassment Prevention Training.

City Clerk Cabrera-Garcia introduced the item, and Giulio Sanchez with Wanger Jones Helsley provided a sexual harassment/discrimination prevention training.

Discussion was held on the information provided by Mr. Sanchez

PUBLIC COMMENT

None offered.

ADJOURNMENT

With no more business to be brought before the City Council, a motion for adjournment wa made at 2:02 p.m. by Mayor Pro Tem Alonso, seconded by Council Member Mendoz unanimously approved (4 ayes, absent: Martinez).					
Jose Alonso, Mayor Pro Tem	_				
ATTEST:					
Celeste Cabrera-Garcia City Clerk	_				

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Check Date	Check Number	Check Amount	Vendor Name	Department	Description
February 26, 2025	56073	\$ 182,668.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 2/10/2025 - 2/23/2025
February 28, 2025	56074	\$ 76.67	ADT SECURITY SERVICES	WATER	SECURITY SERVICE WATER TREATMENT 3/4/2025 - 4/3/2025
February 28, 2025	56075	\$ 43,490.71	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR MARCH 2025
February 28, 2025	56076	\$ 1,724.74	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT PHONE SERVICE 1/12/2025 - 2/11/2025
February 28, 2025	56077	\$ 460.00	AT&T	GENERAL	LEA TRACKING NUMBERS 12/19/2024 - 12/20/2024, AND LWA TRACKING NUMBERS 12/28/2024 - 1/2/2025
February 28, 2025	56078	\$ 48.04	AUTOZONE, INC.	GENERAL	2015 FORD TRUCK EXPLORER HATCH LIFT FOR POLICE VEHICLE
February 28, 2025	56079	\$ 840.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	ANIMAL CONTROL (28) TONS TICKET 480113
February 28, 2025	56080	\$ 979.25	BSK ASSOCIATES	SEWER, WATER	WW WEEKLY GRAB SAMPLE BOD,TDS 2/4/2025, 2/11/2025, 2/18/2025 AND GENERAL EDT MONTHLY TESTING FOR 2/11/2025
February 28, 2025	56081	\$ 231.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL, (1) COMPLETE DRUG SCREEN, (1) DRUG CONFIRMATION LEVEL FOR POLICE DEPARTMENT
February 28, 2025	56082	\$ 6,519.73	COOK'S COMMUNICATIONS	GENERAL	PORTABLE RADIO PACKAGE, BATTERY, WHIP ANTENNA, AND SPEAKER FOR POLICE DEPARTMENT
February 28, 2025	56083		CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	ENHANCEMENT & SERVICE FEE FOR MARCH 2025
February 28, 2025	56084		CORE & MAIN LP	WATER	(1) POST FLUSHING HYDRANT FOR WATER DEPARTMENT
	56085		DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING AND DAILY NOTICE FOR JANUARY 2025
February 28, 2025	56086		DEPARTMENT OF JUSTICE	GENERAL	(3) BLOOD ALCOHOL ANALYSIS FOR POLICE DEPARTMENT
February 28, 2025			EMPLOYER DRIVEN INSURANCE		
February 28, 2025	56087		SERVICES INC	GENERAL	BILLING SUMMARY FOR MARCH 2025 AND CLAIMS FOR JANUARY 2025
February 28, 2025	56088		FRESNO COUNTY SHERIFF	GENERAL	25, INTERNAL AFFAIRS INVESTIGATION, IA CASE23-XXX
February 28, 2025	56089		KERWEST NEWSPAPER	GENERAL	(10) PUBLIC NOTICE FOR PLANNING COMMISSION MEETING
February 28, 2025	56090	VOID			SANITATION CONTRACT SERVICE FOR FEBRUARY 2025 & USAGE FOR
February 28, 2025	56091	\$ 97,678.10	MID VALLEY DISPOSAL, INC	REFUSE	JANUARY 2025
February 28, 2025	56092	\$ 1,238.89	MUTUAL OF OMAHA	GENERAL	LIFE AD & D, LTS, STD INSURANCE FOR MARCH 2025
February 28, 2025	56093	\$ 66.14	OFFICE DEPOT	GENERAL, WATER, SEWER	OFFICE SUPPLIES: BINDERS, INDEX, STICKY NOTES, STAPLES, AND STANDARD FILE POCKET EXPANSION
February 28, 2025	56094	\$ 95,525.30	PROVOST & PRITCHARD	GENERAL, WATER, SEWER, STREETS	PROFESSIONAL SERVICE: 2024 STREETS IMPROVEMENTS AND DIVISADERO & INEZ ST RECONSTRUCTION FOR JANUARY 2024
February 28, 2025	56095	\$ 2,024.75	PURCHASE POWER	GENERAL, WATER, SEWER	POSTAGE METER REFILL SERVICE 1/23/2025 - 1/24/2025 & 2/7/2025 - 2/9/2025
February 28, 2025	56096	\$ 282.00	PURL'S SHEETMETAL & AIR	GENERAL, WATER, SEWER	DIAGNOSTIC FOR AIR CONDITIONING SYSTEM FOR CITY HALL
February 28, 2025	56097	\$ 94.00	THE RADAR SHOP INC	GENERAL	RECERTIFIED RADAR UNITS FOR TUNING FORKS
February 28, 2025	56098	\$ 296.56	RAMON'S TIRE & AUTO SERVICE	GENERAL, STREETS	2023 DODGE DURANGO: TIRE REPAIR AND TRUCK NUMBER 37 TIRE INSTALLATION PACKAGE, FORD #80 CAM ALIGNMENT
February 28, 2025	56099	\$ 107.98	RTL ENTERPRISES, INC.DBA INTERSTATE BATTERIES OF FRESNO	GENERAL	VEHICLE BATTERY REPLACEMENT FOR POLICE DEPARTMENT
February 28, 2025	56100	\$ 1,539.62	ERNEST PACKING SOLUTIONS	GENERAL, WATER, SEWER	SUPPLIES FOR ALL DEPARTMENTS: (10) CANLINER, (20) PINESOL, (30) SOLARIS, (40) AZURE WASH
February 28, 2025	56101	\$ 35.40	SEBASTIAN	GENERAL	SECURITY SERVICE FOR 1/21/2025 - 2/20/2025
February 28, 2025	56102		SHOTLOCK LLC.	GENERAL	(2) SHOTGUN SOLO AND (2) AR SOLO FOR POLICE DEPARTMENT
					SUPPLIES FOR PARKS: (12) RAIN BIRD 8005 ADJUSTABLE ROTOR 5IN
February 28, 2025	56103		SITEONE LANDSCAPE SUPPLY LLC	GENERAL	RISER PEST CONTROL SERVICE FOR ROJAS PARKS, CITY HALL/ DMV/ YOUTH
February 28, 2025	56104	\$ 535.00	TECH MASTER PEST MANAGEMENT	GENERAL, WATER, SEWER GENERAL, WATER, SEWER,	CENTER, POLICE DEPARTMENT, AND DOG POUND SUPPLIES FOR STREET LIGHTS SOLAR PROJECT, WATER TREATMENT
February 28, 2025	56105	\$ 3,480.59	HOME DEPOT	STREETS	PLANT, STREETS, SEWER, PARKS, AND POLICE DEPARTMENT

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February 28, 2025	56106	\$ 2,427.86	USA BLUEBOOK	WATER	REPLACE AIR COMPRESSOR: (1) TANK AIR CHARGING SYSTEM
February 28, 2025	56107	\$ 1,086.98	VERIZON WIRELESS	GENERAL, WATER, SEWER	CITYWIDE CELLPHONE SERVICE 2/07/2025 - 3/06/2025
February 28, 2025	56108	\$ 204.93	VESTIS GROUP, INC.	GENERAL, WATER, SEWER	PUBLIC WORKS UNIFORM SERVICE 2/20/2025
February 28, 2025	56109	\$ 668.18	ACME ROTARY BROOM SERVICE	STREETS	1 EACH 58" ALL PRO STRIP BRUSH SET FOR SWEEPER
February 28, 2025	56110	\$ 599.12	MENDOTA 1 SMOG	GENERAL	2015 FORD - POLICE INTERCEPTOR: REPLACE ACTUATOR & MOLDING 2016 FORD - FUSION UNIT #92: OIL AND FILTER CHANGE
Morob E 202E	56111	\$ 334.59	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICE FOR DMV & CITY HALL 3/13/2025 - 4/12/2025
March 5, 2025					FOR STREET LIGHTS:(1) BARRICADE LIGHT AC4D SALES MATERIALS &
March 5, 2025	56112		ALERT-0-LITE	STREETS	HYDRAULIC PATCH CEMENT
March 5, 2025	56113	\$ 5,000.00	DRT TACTICAL LLC	GENERAL	(14) TACTICAL PATROL SERIES COMPUTERS FOR POLICE DEPARTMENT
March 5, 2025	56114	\$ 9,067.00	STANTEC CONSULTING SERV.	SEWER	GROUND SAMPLING & REPORTING 4TH QUARTER REPORT 2024
March 5, 2025	56115	\$ 1,833.53	FERGUSON ENTERPRISES,INC 1423	WATER	WELL 3 LEAK REPAIR MATERIALS: (3) REP CLAMP & WORK BOOT
March 5, 2025	56116	\$ 223.66	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2018 FORD POLICE INTERCEPTOR: REMOVE & REPLACE OXYGEN SENSOR
March 5, 2025	56117	\$ 1,347.42	MENDOTA 1 SMOG	GENERAL, WATER, SEWER	2021 FORD-F250: OIL AND OIL FILTER CHANGE & 2016 FORD FUSION: SMOG INSPECTION & REPLACE SENSOR
March 5, 2025	56118	\$ 23,808.97	PG&E	GENERAL, WATER, STREETS	CITYWIDE UTILITIES FOR 1/07/2025 - 2/04/2025
March 5, 2025	56119	\$ 948.00	PROVOST & PRITCHARD	GENERAL	PROFESSIONAL SERVICES: ROJAS PIERCE PARK IMPROVEMENTS JANUARY 2025
March 5, 2025	56120	\$ 433.06	RAMON'S TIRE & AUTO SERVICE	GENERAL	2024 DODGE: TIRE INSTALL PACKAGE & TIRE DISMOUNT & MOUNT
	F/101	ė 1.470.01	DEVELLICA INC	CEMED	DEDLACEMENT FOR MOTOR AT WASTE WATER HEAD WORKS
March 5, 2025	56121 56122		REXEL USA, INC.	SEWER GENERAL, WATER, SEWER, STREETS	REPLACEMENT FOR MOTOR AT WASTE WATER HEAD WORKS CITY OF MENDOTA COMMUNITY VIDEO POLICING AND NEW POLICE STATION & COUNCIL CHAMBERS VIDEO SECURITY SYSTEM
March 5, 2025	56123		SURVEILLANCE INTEGRATION SEBASTIAN GONZALEZ	WATER	MQ CUSTOMER REFUND FOR GON0137
March 5, 2025	30123	\$ 22.24	SEBASTIAN GUNZALEZ	WATER	INIQ COSTONIER RELIGIOUS FOR GOINGIST
March 12, 2025	56124	\$ 177,141.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 2/24/2025 - 3/09/2025
March 14, 2025	56125	\$ 32.39	ACE TROPHY SHOP	GENERAL	NAME PLATE FOR PLANNING COMMISSIONERS
March 14, 2025	56126	\$ 128.00	JOSE ALONSO	GENERAL	PER DIEM FOR 2025 SACRAMENTO ADVOCACY TRIP 3/18/2025 - 3/19/2025
March 14, 2025	56127	\$ 853.12	AMAZON CAPITAL SERVICES, INC	GENERAL, WATER, SEWER	MARCH 2025 ITEMS: CITY HALL, POLICE DEPARTMENT & PUBLIC WORKS OFFICE SUPPLIES
March 14, 2025	56128	\$ 600.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	ANIMAL CONTROL (20) TONS TICKET 483258
March 14, 2025	56129	\$ 181.70	AVIDWATER, LLC	SEWER	REPAIRS ON SUCTION FOR WATER LEAKS: (1) 6 T-BOLT, (2)FEMALE CAM ADAPTER
March 14, 2025	56130	\$ 595.80	MACARIO BANUELOS	WATER, SEWER	PER DIEM & MILEAGE FOR 2025 CAL CITIES PUBLIC WORKS
March 14, 2025	56131	\$ 267.25	BSK ASSOCIATES	WATER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 2/25/2025
March 14, 2025	56132	\$ 719.34	CALIFORNIA BUSINESS MACHINES	GENERAL, WATER, SEWER	COPIER CONTRACT SERVICE BASE FEBRUARY 2025 & USE FOR JANUARY 2025
March 14, 2025	56133	\$ 445.00	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR FEBRUARY 2025
March 14, 2025	56134	\$ 2,466.76	COMCAST	GENERAL, WATER, SEWER	CITYWIDE XFINITY SERVICE 3/06/2025 - 4/05/2025
March 14, 2025	56135	\$ 794.50	CORBIN WILLITS SY'S INC.	GENERAL, WATER, SEWER	BILLIABLE HOURLY FEBRUARY 2025: ASSISTED WITH EMPLOYEE UPDATES
March 14, 2025	56136		CORE & MAIN LP	WATER	REPAIR MATERIALS FOR 2 WATER LEAKS ON BASS AVE: (2)18 PVC PIPE, (2)18MJL/P, (4)T-HEAD-LEAK
					STOCKPILE: (1)CLASS II AGG.BASE ROCK, (1)FILL SAND & (10.78)CLASS II
March 14, 2025	56137		DELTA SAND, GRAVEL & RECYCLING	GENERAL, STREETS	AG BASE ROCK PER TON FOR NEW POLICE DEPARTMENT (2) FINGERPRINT APPS, (1) CHILD ABUSE INDEX, (1) PEACE OFFICER
March 14, 2025	56138	\$ 98.00	DEPARTMENT OF JUSTICE	GENERAL	BILLED FOR POLICE DEPARTMENT TACTICAL PATROL SERIES COMPUTERS FOR THE NEW POLICE
March 14, 2025	56139	\$ 9,903.17	DRT TACTICAL LLC	GENERAL	DEPARTMENT

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March 14, 2025	56140	\$ 1,439.50	EINERSON'S PREPRESS	GENERAL, WATER, SEWER	(12,000) LEFT HAND WINDOW ENVELOPES/ # 10 / BLACK INK
March 14, 2025	56141	\$ 418.00	GONZALEZ, CRISTIAN	GENERAL, WATER, SEWER	PER DIEM FOR 2025 WASHINGTON ADVOCACY TRIP 3/23/2025 - 3/26/2025 & 2025 SACRAMENTO ADVOCACY TRIP 3/18/2025 - 3/19/2025
March 14, 2025	56142	\$ 89.73	GUTHRIE PETROLEUM INC	GENERAL	(1) 1/5 CHEV.URSA 15-40 CA USED OIL FEE FOR PARKS
March 14, 2025	56143	\$ 325.00	insyarath, Khamphou	GENERAL	POLICE DEPARTMENT STATISTICS FOR FEBRUARY 2025
March 14, 2025	56144	\$ 1,911.17	SIMPLOT GROWER SOLUTIONS	GENERAL, STREETS	WEED KILLER SUPPLIES FOR STREETS AND PARKS : (30) GAL+ENVY, (15) GAL+PROWL H2O, (5) LBS VARSITY
March 14, 2025	56145	\$ 5,500.00	KAIZEN INFOSOURCE, LLC	GENERAL	WORK COMPLETED: FEBRUARY LEGAL CITATIONS, DELIVERED PLANS, PROCEDURES, AND COMMUNICATIONS WITH CLIENTS
March 14, 2025	56146	\$ 418.00	VICTOR MARTINEZ	GENERAL	PER DIEM FOR WASHINGTON DC ADVOCACY TRIP 3/23/2025 - 3/26/2025 & FOR 2025 SACRAMENTO ADVOCACY TRIP 3/18/2025 - 3/19/2025
March 14, 2025	56147	\$ 290.00	JESUS MENDOZA	GENERAL	PER DEIM FOR 2025 WASHINGTON ADVOCACY TRIP 3/23/2025 - 3/26/2025
March 14, 2025	56148	\$ 1,460.66	MENDOTA 1 SMOG	GENERAL	2018 FORD: UNIT # 89 - PD REMOVE & REPLACE WATER PUMP & 2015 FORD: UNIT # 81-REPLACE AC & HIGH PRESSURE HOSE
March 14, 2025	56149	\$ 1,164.76	METRO UNIFORM	GENERAL	RAZOR BODY ARMOR UNIFORM GEOVANNI ALCAZAR POLICE DEPARTMENT
March 14, 2025	56150	\$ 2,152.53	MID VALLEY DISPOSAL, INC	REFUSE	PUBLIC WORKS REFUSE SERVICE FEBRUARY 16 - 28, 2025
March 14, 2025	56151	\$ 382.36	OFFICE DEPOT	GENERAL, WATER, SEWER	OFFICE SUPPLIES FOR ALL DEPARTMENT EMPLOYEES 1099S FORMS, ENVELOPES AND W-2 FORMS
March 14, 2025	56152	\$ 1,261.98	PACE SUPPLY CORP	WATER	WATER DEPARTMENT SUPPLIES: 3/4MIP CPLG, 1MIP CPLG, BAND CLP MIP ADAPTER, BRASS NIPPLE, VALVE
March 14, 2025	56153	\$ 72.51	PITNEY BOWES INC.	GENERAL, WATER, SEWER	TAPE STRIPS (300 PER BOX) FOR FRONT OFFICE STAMP MACHINE
March 14, 2025	56154	\$ 398.32	R.G. EQUIPMENT COMPANY	GENERAL	(12) BLADE RECYCLER 60" DECK FOR PARKS SUPPLIES
March 14, 2025	56155	\$ 30.00	RAMON'S TIRE & AUTO SERVICE	WATER, SEWER	FORD # 73 TIRE REPAIR INSIDE PATCH FOR WATER & SEWER DEPARTMENT
March 14, 2025	56156	\$ 34.95	SEBASTIAN	GENERAL	SECURITY SERVICE FOR 2/21/2025 - 3/20/2025
March 14, 2025	56157	\$ 290.00	KEVIN SMITH	GENERAL	PER DIEM 2025 WASHINGTON DC ADVOCACY TRIP 3/238/2025 - 3/26/2025
March 14, 2025	56158	\$ 2.437.36	UNION PACIFIC RAILROAD COMPANY	STREETS	10TH & MARIE: MARIE ST ENCROACHMENT BELMONT AVE JUNE - DECEMBER 2024 & JANUARY - MARCH 2025
March 14, 2025	56159	\$ •	BANKCARD CENTER	GENERAL, WATER, SEWER, STREETS	CREDIT CARD EXPENSES 1/25/2025 - 2/07/2025 -ADOBE, MICROSOFT, AMAZON, LEAGUE OF CALIFORNIA ANNUAL REGISTRATION, CUMMINS
March 14, 2025	56160	\$ 753.03	SUNNYSIDE TROPHY	GENERAL, WATER, SEWER	(6) 9X12 ROSEWOOD, (1) 18 PLATES PLAQUE, (3) PLATES 2025 FOR CITY ADMIN RECOGNITIONS FOR EMPLOYEES OF THE YEAR
March 14, 2025	56161	\$ 105.74	USA BLUEBOOK	SEWER	10X8" EMERGENCY FLANGED SIGN: EYEWASH W/GRAPHIC
March 14, 2025	56162	\$ 177.76	VALLEY FARM SUPPLY STORES INC.	GENERAL	SUPPLIES FOR LINE TRIMMERS: (4) STIHL AUTOCUT 27-2 NNO BLISTER, (4) ECHO 2.60Z
March 14, 2025	56163	\$ 337.21	VESTIS GROUP, INC.	GENERAL, WATER, SEWER	WEARGUARD (HENRY) CUSTOM & NAME EMBROIDERY& (1) HEAVY DUTY WORK SHIRT & PUBLIC WORKS UNIFORM SERVICE 2/27/2025
March 14, 2025	56164	\$ 14,423.01	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL, WATER, SEWER	LEGAL SERVICE: GENERAL LEGAL SERVICES FEBRUARY 15, 2025 & LEGAL SERVICE CITY ATTORNEY: SPECIAL LEGALS 02/15/2025
March 14, 2025	56165	\$ 60.48	WECO	GENERAL, WATER, SEWER	MONTHLY RENT SERVICE FOR CYLINDER ACENTYL, OXYGEN D, OXYGEN K FOR 1/31/2025 - 2/28/2025
		\$ 835,581.27			

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.

environment.	oroval will have a significant effect on the
	Victor Martinez, Mayor
ATTEST:	
I, Celeste Cabrera-Garcia, City Clerk that the foregoing resolution was duly adopt regular meeting of said Council, held at the I 725 Riofrio Street, Mendota, California 936 following vote:	Mendota City Council Chambers located a
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 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." 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 therapeutic farm that will primarily focus on providing free services to children with special needs in the community, while also offering services to the general public. 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 therapeutic farm providing free services (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. <u>Incorporation of Recitals and Exhibits</u>. The Recitals set forth above and Exhibits attached hereto are incorporated by this reference as though fully set forth herein.
- 2. <u>Lease</u>. 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. <u>Location of Rent Payments</u>. 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. <u>Term</u>. 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.
- A.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. <u>Termination by Mutual Agreement</u>. 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. <u>Commencement of Legal Proceedings</u>. 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 of 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. <u>Destruction of the Leased Property</u>. 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. <u>Termination for Default</u>. 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. <u>Permitted Uses</u>. 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. If desired, Lessee shall submit a written request for the City's consideration not less than thirty (30) days before proposed camping activity.
- 5.4. No Dances, Festivals, Carnivals, or Concerts. Lessee shall not allow dances, 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. If desired, Lessee shall submit a written request for the City's consideration not less than thirty (30) days before proposed camping activity.

- 5.5. <u>No Residences</u>. 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. <u>No Nuisance Conditions</u>. 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. <u>No Cost to the Public</u>. 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. <u>Third-Party Business Requirements</u>. 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. <u>Compliance with All Laws</u>. 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. <u>Licenses and Permits</u>. 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. <u>Advance Approval Required</u>. 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. <u>Improvements at Sole Cost of Lessee</u>. Any improvement at the Leased Property shall be completed at Lessee's sole cost and expense.
- 6.3. <u>Improvements Subject to Applicable Law</u>. 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. <u>No Liens</u>. 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. <u>Restoration</u>. 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. <u>Removal of Personal Property</u>. 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. <u>Lessee's Corporate Form and Authorizations; Inspection</u>. 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. <u>Insurance</u>. 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 with coverage at least as broad as Insurance General Services Office ("ISO") form CG 00 01, 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 \$3,000,000 per occurrence and \$4,000,000 general aggregate. The general aggregate shall apply to this Project/location or shall be doubled. Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 10.2. <u>Property Insurance</u>. 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. <u>Pollution Liability</u>. Pollution coverage shall be provided for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 per claim. All activities contemplated in this Lease shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project location to the final disposal location, including non-owned disposal sites.
- 10.4. <u>Business Automobile Liability</u>. Lessee shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not less than \$1,000,000 per accident.
- 10.5. <u>Workers' Compensation</u>. Lessee shall obtain and maintain workers' compensation insurance as required under the California Labor Code.
- 10.6. <u>Employers' Liability</u>. Lessee shall obtain and maintain employers' liability insurance with minimum limits of \$1,000,000 per each accident, \$1,000,000 disease policy limit, and \$1,000,000 by disease-each employee.

- 10.7. <u>Sexual Abuse or Molestation Coverage</u>. Lessee shall maintain Sexual Abuse or Molestation ("*SAM*") insurance coverage at least as broad as ISO form CG 00 01, in an amount not less than \$3,000,000 per occurrence for bodily injury, sexual abuse and molestation coverage, personal injury, and property damage, including without limitation, blanket contractual liability. SAM coverage can be provided by endorsement under the commercial general liability policy or by stand-alone policy.
- 10.8. <u>Umbrella or Excess Liability</u>. The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella excess policies may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured.
- 10.9. **Documentation**. Lessee shall provide the City with a certificate of insurance and amendatory endorsements evidencing the required insurance coverages, naming the City of Mendota as additional insured under the Commercial General Liability, Automobile Liability, and Pollution Liability policies. 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 with an AM Best rating of A-VII or higher. 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 and endorses the right of subrogation against the City and against the City's agents and representatives; (3) the policies allow and are endorsed 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, or if a carrier will not provide the required notice of cancellation or material change, the Lessee shall provide written notice to the City of a cancellation or policy modification no later than five (5) business days before cancellation or policy modification. All documentation demonstrating Lessee's compliance with Sections 9 and 10 shall be open to inspection by the City at any time.
- 11. <u>Maintenance</u>; <u>Utilities</u>. 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. <u>"As-Is" Condition</u>. 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.
- 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. <u>Right of Entry</u>. 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. <u>No Service Provided; Repairs, Maintenance, and Alterations</u>. 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. <u>Signs</u>. 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.
- 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. 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. <u>Personal Liability</u>. 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. <u>Lessee Not Agent of the City</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Entire Agreement</u>. 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. <u>Written Amendments</u>. 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. <u>Counterparts</u>; <u>Electronic Signatures</u>. 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. <u>Successors and Assigns</u>. 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. <u>No Third-Party Beneficiaries</u>. 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. <u>No Encumbrances</u>. Lessee shall not encumber the Leased Property with any debt or otherwise borrow against the Leased Property.
- 32. <u>Choice of Law; Venue</u>. 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. <u>Time of the Essence</u>. Time is of the essence in connection with every provision of this Lease.
- 34. <u>Wavier</u>. 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. <u>Severability</u>. 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. <u>Participation in Preparation of Lease</u>. 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.

- 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. <u>Headings</u>. 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	LESSEE
City of Mendota, a Califor Municipal Corporation	nia La Granja De Favian, a California Nonprofit Public Benefit Corporation
By: Cristian Gonzalez Its: City Manager Date:	By: Its: Date:
	GUARANTOR
	By: Karina Beltran Date:
	GUARANTOR
	By: Ofelia Ochoa Date:

EXHIBIT A

THE LEASED PROPERTY

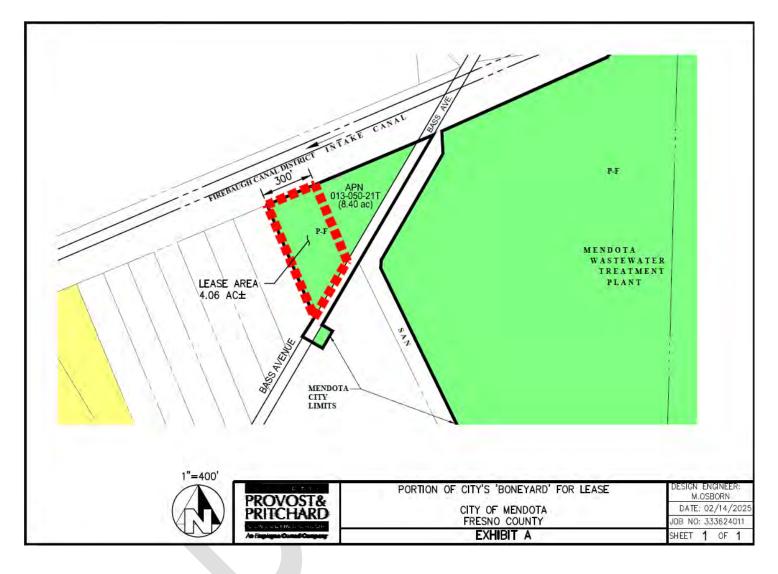


EXHIBIT B

LESSEE'S PROPOSAL MAP



AGENDA ITEM - STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: APPROVING A PROPOSAL FOR IT MANAGED SERVICES WITH DATAPATH

DATE: APRIL 1, 2025

ISSUE

Shall the City Council adopt Resolution No. 25-19, approving a proposal for IT managed services with Datapath and authorizing the City Manager to enter into an agreement and execute all necessary documents?

BACKGROUND

On January 31, 2025, the City of Mendota ("City") released a Request for Proposals ("RFP") for IT managed services, that was published in the Business Journal from February 5, 2025, through February 14, 2025. Only one proposal was received; however, it was incomplete and later rescinded by the submitter. As of March 1, 2025, the City no longer has a Managed IT Service provider, leaving critical City operations vulnerable to cybersecurity threats, data loss, and system failures.

Given the lack of viable proposals and the immediate need to secure IT managed services, I have determined that this situation warrants an emergency contract under Mendota Municipal Code Section 2.48.090, subdivision (D), which allows emergency purchases and contracts when necessary for the continued operation of a City department, the preservation of life and property, or the health, safety, and welfare of the public.

While the City followed the competitive bidding process, no qualified options were available. Reissuing the RFP would only further delay obtaining these essential services and could yield the same result—no qualified bid submissions. Due to the urgency of protecting the City's data and IT infrastructure, the City reached out to the City of Firebaugh for a recommendation. Firebaugh's IT managed services provider, Datapath, was identified as a potential solution.

The Director of Administrative Services/ACM, Jennifer Lekumberry, and I met with Jay Harvey from Datapath to discuss a potential agreement. As a result of these discussions, the attached proposal from Datapath is now presented for City Council consideration. Given the absence of a viable proposal and the critical need for IT managed services, this emergency determination justifies moving forward with Datapath without further competitive bidding.

ANALYSIS

Datapath is a well-established IT managed services provider with over 19 years of experience in managing IT infrastructure for public agencies. The company currently provides IT managed

services to the Cities of Firebaugh, Atwater, and Selma, demonstrating its expertise in supporting municipal operations.

Datapath offers a comprehensive range of services, including:

- Network and server management
- Cybersecurity services
- 24/7 monitoring and support
- End-user support and training

The proposal, attached as exhibit "A", defines the scope of services and financial terms, ensuring the City receives immediate and continuous IT support. Entering into an agreement is essential for maintaining operational efficiency, safeguarding the City's data, and strengthening cybersecurity protections.

FISCAL IMPACT

Datapath will cost approximately \$3,995.02 per month, with additional optional services available. This expense will be paid by the Sewer, Water, and General Funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 25-19, approving a proposal for IT managed services with Datapath and authorizing the City Manager to enter into an agreement and execute all necessary documents.

Attachments:

- 1. Resolution No. 25-19
- 2. Exhibit "A"- Datapath Proposal

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

RESOLUTION NO. 25-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING A PROPOSAL FOR INFORMATION TECHNOLOGY MANAGED SERVICES WITH DATAPATH; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND EXECUTE ALL NECESSARY DOCUMENTS

- **WHEREAS**, the City of Mendota ("City") issued a Request for Proposals ("RFP") for Information Technology ("IT") Managed Services on January 31, 2025, soliciting proposals from qualified service providers through February 14, 2025; and
- **WHEREAS**, on February 5, 2025, the City caused public notice of the RFP to be published by The Business Journal; and
- **WHEREAS**, only one proposal was received in response to the RFP, but upon review by City staff, it was determined to be incomplete; and
- **WHEREAS**, after City staff contacted the single respondent and informed them regarding the deficiencies in their submission, the respondent rescinded their proposal; and
- **WHEREAS**, on March 1, 2025, the City's existing contract for IT Managed Services expired, and its previous provider declined to extend their services; and
- **WHEREAS**, in light of these events, the City is operating without professional IT Managed Services, creating a dangerous and urgent need to immediately secure services from another qualified provider to protect the City's data, network infrastructure, and computer systems; and
- **WHEREAS**, the City Manager has determined that the lack of a professional IT Managed Services provider and the absence of viable, responsive proposals to the City's earlier RFP constitute an emergency under Mendota Municipal Code section 2.48.090, subdivision (D), which allows contracts to be issued without competitive bidding when necessary for the continued and safe operation of City departments and/or the protection of life, property, public health, or safety; and
- **WHEREAS**, City staff expended substantial efforts affirmatively researching and contacting professional IT Managed Services providers to obtain a proposal for the City Council's review and consideration.
- **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby approves the proposal from Datapath for IT Managed Services, attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED that the City Manager or his designee are authorized to enter into an agreement and execute all documents necessary to immediately begin the process of obtaining IT Managed Services from Datapath.
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 1st day of April, 2025, by the following vote:
AYES: NOES: ABSENT: ABSTAIN:
Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

City of Mendota

Managed Services Proposal

Prepared For Cristian Gonzalez Prepared By
Jay Harvey
jharvey@mydatapath.com



Introduction Letter

Dear City of Mendota Leadership Team,

Datapath was started over nineteen years ago to improve the lives of the clients we work with through the services we provide. We have never wanted to just help organizations fix technology problems, but alternatively, become an integrated partner and help in driving innovation that results in sustained competitive advantages.

Fast forward, and Datapath now has multiple offices in California and Ohio, and we are continuing to expand. We believe this is because the mission and values we've set as an organization are evident to our team members, clients, and the communities in which we work.

Thank you for giving the Datapath team an opportunity to propose working with you, as we understand that selecting the right technology partner is a big decision. We promise to you that Datapath will live and work according to the highest level of values and professionalism and will work to make your company stronger every day.

Sincerely,

David Darmstandler

CEO / Co-Founder

Datapath

1415 J Street

Modesto, CA 95354

Direct: 209-312-9804

david@mydatapath.com



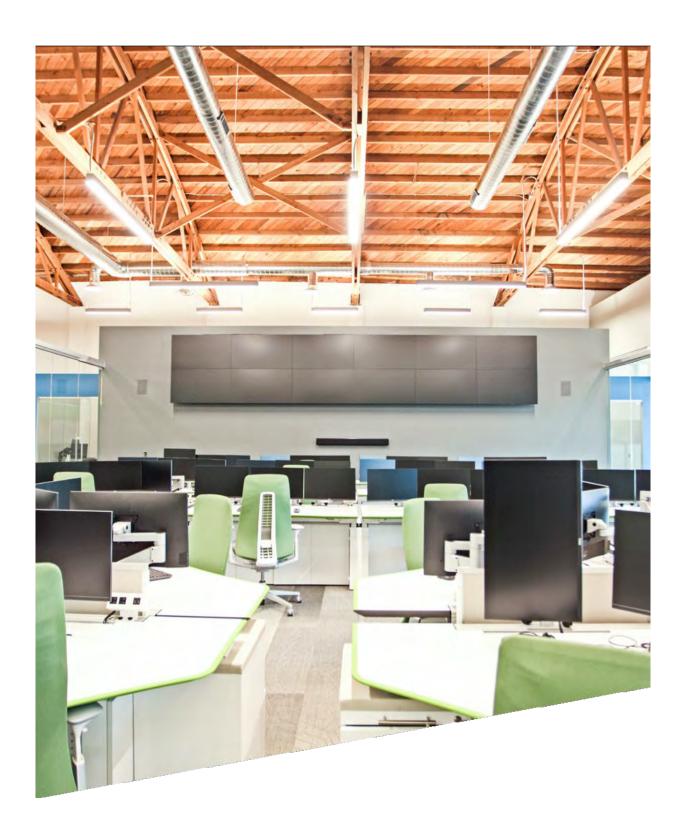




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Executive Summary

Objective

City of Mendota is a city with a rich heritage and profound sense of community pride. As the city is revitalizing it's downtown it is seeking an IT partner that can assure, they keep the city safe from cyber threats and to work with them on technology initiatives to help the city thrive. As City of Mendota scales, the executive team seeks a security focused and externally audited IT service provider that has applicable experience in networking, compliance, customer service, and technical support.

Goals

City of Mendota seeks a provider with a successful track record as a managed technical services provider to partner in the continued security and reliable operation of corporate information. A suitable provider should provide comprehensive managed services for endpoint, network, and security management, and should respond to network and user needs while helping to define strategy and providing insight to management with an emphasis on cybersecurity, reliability, scalability, and cost management.

About Us

Datapath currently supports and manages more than 25,000 computers and 6,000 servers, overseeing the support and resolution of more than 5,000 support requests per month, with daily exposure to complex software packages, network equipment and computer systems spread across a diverse client base.

Number of Clients: 335+

Length of time in business of providing proposed services: 19+ years

Number of full-time personnel: 65 Technical Engineers/Personnel: 32

Sales, marketing and administrative support: 15

Legal Name: Data Path, Inc.

Headquarters Office (SOC/NOC): 1415 J Street., Modesto, CA. 95354

Phone: 209-521-0055 Fax: 888-499-1959



Why Datapath?

Datapath is a relatively large managed service provider, and you will find us in the CRN MSP 500 list, which catalogues the best managed service providers in North America. We have a dedicated SOC and security team, and a host of technical certifications, but what really sets us apart is our communication with and care for people. Of all the processes that support a business, IT can be one of the most anxiety inducing, and we seek to alleviate that for our customers every day. We want our customers and partners to be confident about the technology that serves their enterprises, and for them to see and appreciate technology - not as an obstacle to be overcome, but as a fullcrum that drives their success and growth.

Datapath is the right fit for City of Mendota because we are a mature and security focused managed services provider that has a proven leadership team, service delivery and a security-focused approach. Datapath has experience managing technology for large companies in the financial sector. We understand the complexities of designing, implementing, and supporting technology with multi-location environments.

Regarding our stability, Datapath has been in business over nineteen years, and we have offices throughout California and Ohio, with a strategic plan to continue growth throughout the United States. We utilize third parties to confirm our strengths and weaknesses on a regular basis, and our processes are externally audited at least once a year. These third parties ensure that Datapath is working according to best practices in our controls and processes and review our financial health and performance. Datapath is SOC 2 Type II Certified, and we just received our HIPAA Type 1 Attestation.

From a technical perspective, Datapath has experience supporting financial services companies and understands the implications of meeting deadlines. We are accessible 24x7x365 for our customers, and we have one of the best data security teams anywhere. Datapath can manage your network and server infrastructure, endpoints, cloud, and other important technology resources.

Most importantly, you will find that the best reason to work with us, and the reason for our rapid growth is because at our core, we believe people matter more than technology. We use technology to move information to help people. Many of our competitors, despite demonstrable technical skills, seem to get this part exactly backwards. We will always put people first, and we will never talk down to anyone. We are here to help.



Your Onboarding

When our onboarding engagement begins, a dedicated account executive from Datapath will be assigned to your account to conduct regular check in calls and to serve as a primary point of contact. Upon completion of our network discovery and review process, we will enable network monitoring and our RMM agent on your network, servers, and endpoints. Once our agents are installed, we will be able to provide remote support to your team and can apply automation to proactively identify and resolve issues. Subsequently, we will deploy endpoint security and off-site backup services.

Post Onboarding, you will be introduced to the remainder of your Datapath team which includes your account executive and service-delivery Team Leader and others specific to the services you signed up for. Your IT staff will receive training on our RMM and PSA tools to enable hybrid workflows and bilateral communication with your internal team and our support and engineering resources.

With our agents deployed, we will be able to provide remote support to your team and can apply automation including patch management to proactively identify and resolve issues. Subsequently, we will deploy endpoint security and offsite backup services to your systems, if requested. Our network monitoring system also automatically creates configuration backups of your routers, firewalls, and managed switches to facilitate prompt replacement in the event of equipment failure, if we will be managing your network.

Technology Planning Process

Your dedicated Datapath Account Executive, who is your internal advocate at Datapath is a seasoned IT professional who is trained in helping you plan for technology, create budgets, and help improve workflow between Datapath resources and your IT team.

Our technology planning process is directed by your Datapath Account Executive, who will help you connect your organization's strategic goals, metrics, and market dynamics to a strategic technology plan. The technology planning process and meetings introduce Datapath technology specialists and design engineers to identify and align areas for improvement, matching your technology road map to your strategic objectives and technology investment budget. We want technology to serve as a fulcrum and a force multiplier for City of Mendota' business goals and can help in planning for events such as compliance objectives, an acquisition, or a new geographic location.

Support and Maintenance



We are reachable by phone, email, web-based customer portal, and text message. Your Account Executive will provide you with a "how to request support" document.

The escalation process is managed by our Service Delivery Manager and the support team leads dedicated to your account. These individuals manage the workflow of emergencies, alerts, and tickets assigning them to the correct support technicians, escalation technicians or specialists toensure your needs are handled in a time efficient manner.

We maintain independent SOC2 Type II compliance internally, HIPAA and closely align with ITIL.

Our internal disaster recovery plan prescribes daily testing, and we also perform internal and external vulnerability scans and penetration testing by a third party, if interested.

We include an IT Glue knowledge base which helps our team identify and resolve issues quickly. We also communicate in real time on Slack, which allows our technical team and account managers to communicate in multiple real time threads at the same time.

Auvik is our primary network monitoring tool. It can alert us to a variety of unfavorable conditions on the network such as a loopback, and maintains configuration backups of managed switches, routers, and firewalls from Ruckus, PaloAlto, Cisco and other manufacturers.

ConnectWise Automate allows us to capture information about memory and disk utilization, latency, warranty status and age of endpoints and servers. This information can be fed into reports that drive decision making and budgeting. This tool also allows technicians to remotecontrol an endpoint or server and apply remediation scripts and automation that reduce downtime and improve efficiency.



Incoming tickets are tracked in our PSA software and assigned a priority level that correlates to an SLA. Customers are notified based on their contactpreferences while support tickets are tracked to resolution.



Upon ticket creation, you will receive an email confirmingthe ticket has been received and created. Once dispatched, you will receive an update that the ticket has been assigned and at which priority level. This will allow our service supervisors to better track how long it takes to dispatch and resolve tickets, so we can evaluateneeds and prioritize based on severity in multiple areas. Should you require a higher level of Priority Ticket Request, you can call into our Support line at 888-693-2827 and request the ticket be escalated. Your Account Executive can also assist you if a particular scenario merits an expedited response.



We provide all of our customers with BrightGauge Dashboards which put real time information in the hands of management teams. Additionally, conventional reports can be scheduled on demand or on a recurring (such as monthly) basis.

The following matrix describes how priorities are assigned and the impact to SLA.

	IMPACT How widespread the issue is URGENCY How time-sensitive the issue is							
IMPACT			Priority Level	Expected Re	esponse Time	Resolution Goal		
			P1	Within 30	minutes	Within 4 hours		
High	P1	P2	P3		P2	Within 2 h	ours	Same business day
Medium	P2	P3	P4		P3	Same bus	iness day	Next business day
Low	P3	P4	P4		P4	Next busir	ness day	Within 3 business days
	IMPACT					URGENCY		
High	Critical. Major business processes are stopped				High	Whole company is affected		
Medium	Business is degraded, but there is a reasonabl		reasonable	workaround	Medium	Departments or large groups of users are affected		
Low	More of an irritation than a stoppage				Low	More of an irritation than a stoppage		

Our knowledge base (IT Glue) has a general-purpose component called My Glue that allows us to make selected documentation and knowledge available to end users. We also offer optionalsecurity awareness training that couples threat avoidance information with fake phishing email campaigns so you can know who is vulnerable and assign additional training accordingly.

Datapath utilizes a third-party net promoter score (NPS) application that is integrated into each interaction with our support team. This tool integrates a series of icons for users to choose from signifying their satisfaction or dissatisfaction with their support experience. Users also can input additional comments if desired.

Positive and negative interactions are monitored closely by support management, account executives and ownership. If a less than satisfactory impression is indicated, the feedback is discussed by our management team, and the account manager is notified to follow up.



References

Patrick Hernandez

IT Manager

City of Selma

patrickh@cityofselma.com

209-845-3584

Jeffrey Meyer

Controller

Stewart & Jasper Foods jeff@stewartandjasper.com 209-862-9600

Justin Vinson

Public Works Director

City of Atwater

209-777-0273



Scope

Daily Helpdesk and Endpoint Support

Endpoint Security, Remote Access, Remote Monitoring, and Remote Support for laptop and desktop computers. Ticketing system in place to monitor open client issues and to track support timelines.

End User Support

Assist end users with daily issues that arise from technology.

Ticketing System

 Monitor and track support issues that arise for end users. System is monitored by supervisors with thresholds for quality of support and response times.

IT Automation Team

 Works in the background to try and prevent support related issues using tools, scripting, and remote tools to reduce the number of tickets from end users.

Dedicated Support Team

• 3-5 dedicated individuals familiar with your environment, backed by 50+ Datapath technical team members to help resolve and receive immediate assistance on higher level issues.

Centralized Documentation System

 Documentation of the site, systems, network, and servers in a single location that is accessible by our team to have a seamless transfer of knowledge.

Endpoint Security

 Advanced endpoint detection and response monitored 24x7. Endpoint based malware, exploit, and attack prevention.

Remote Monitoring and Maintenance

 In addition to patch management, we monitor for several indications of compromise and performance loss, such as full disk, lack of memory, and processor utilization. This allows our team to be proactive about issues that impact performance and security.



End User Security – (Optional)

Security Awareness Training, and Phishing Automation improve resilience and automate responses to reduce latency between awareness of a threat and safety from it.

Security Awareness Training and Phishing Resilience Campaigns

• End users participate in award winning video training campaigns and then are sent mock phishing emails to test their resilience to social engineering attacks. Information is provided to management.

Managed Server

Support and maintenance of server infrastructure environment.

Server Maintenance and Support

Assist with issues that arise with the server infrastructure.

Backups

Backup of servers via a cloud backup solution.

IT Automation Team

 Works in the background to automate services that will automatically reboot servers when issues or power failures arise.

System Patching

Patching of servers to assure that client is on latest version of verified Microsoft patching.



Assumptions

- City of Mendota will provide reasonably prompt feedback on any interim and final deliverables. Any delay in providing feedback or approval could impact the estimated schedule and estimated number of hours for the migration project.
- City of Mendota personnel will be accessible throughout the onboarding project.
- Datapath personnel will have physical and remote access to City of Mendota's infrastructure for the duration of the relationship.
- The attached quote references and is subject to our Terms of Service. The Terms of Services will be attached as an addendum to this Order Document.
- Monthly billing is based upon the number of named users and devices under management. This number can
 be adjusted up or down with reasonable notice as users are added or removed. A term of 36 months is
 assumed. Order Documents can be emails, service tickets, text messages and other informal requests to
 add or remove users or services.
- Invoices will be sent on the 1st of each month with NET 30 payment terms and will describe services anticipated in the coming month and changes or projects that occurred in the previous month.
- Project work (Adds, Moves, Changes) is billable at an hourly rate, currently \$250/hour. Maintenance is included in the scope of managed services.
- Our response is proprietary and must not be shared or made public, including the tools we use, pricing or
 other matters of our organization's processes, procedures, or personnel and should only be made available
 to those reviewing the proposal as part of the decision-making process of the successful bidder.





PROPOSAL FOR

New MSA

City of Mendota

643 Quince St Mendota, CA 93640

March 13, 2025



Managed IT and Security Services

Product Details	Qty	Unit Price	Monthly Total
Managed Site Services	2	\$200.00	\$400.00
Network ManagementManaged Firewall Services			
Managed Server Services	3	\$248.00	\$744.00
 Server Maintenance and Support Managed Server Backup Server IT Automation System Patching 			
Managed Endpoint Services	36	\$10.00	\$360.00
Endpoint PatchingRemote Monitoring and Management Agent			
Endpoint Advanced Threat Protection - EDR 24x7 Monitoring - Per Endpoint or Server	36	\$5.00	\$180.00

Monthly Subtotal: \$1,684.00



Managed User Services

Product Details	Qty	Unit Price	Monthly Total
Managed User Services	23	\$83.00	\$1,909.00
End User Support			
		Monthly Subtotal:	\$1,909.00

Optional Services

* Contains Optional Items

Product Details	Qty	Unit Price	Monthly Total		
Managed Email Security Services - Per Mailbox	23	\$8.50	\$195.50		
 Al Powered Email Filtering and Phishing Protection Managed Detection and Response for Microsoft 365 24x7 Monitoring Requires Microsoft Entra P1 or P2 license for all monitored accounts 					
Microsoft 365 Entra P1 or P2 licensing required in order to utilize Mail Security Service	es				
Managed Security Awareness Training Program - Per User	23*	\$5.00	\$115.00		
Palo Alto Networks Firewall Service 440	2*	\$250.00	\$500.00		
24x7 Firewall Security Monitoring	2*	\$400.00	\$800.00		
Application aware business class firewall purchased in the last 3 years required	Application aware business class firewall purchased in the last 3 years required				
Managed Backup Cloud Storage - Per GB	3442	\$0.06	\$206.52		
Dynamically billed based on usage per month					
This is an estimate, actual amount will be billed					

Monthly Subtotal: \$402.02

* Optional Monthly Subtotal: \$1,507.00

Microsoft 365 Licensing - Annual Commit - Monthly Billing - Required for certain services

Product Details	Qty	Unit Price	Monthly Total
Microsoft 365 Business			



QUOTE FOR

New MSA

Prepared by:

DatapathJay Harvey

209-380-5544

jharvey@mydatapath.com

Prepared for:

City of Mendota

643 Quince St Mendota, CA 93640 Cristian Gonzalez (559) 655-3291

cristian@cityofmendota.com

Quote Information:

Quote #: 033160

Version: 1

Delivery Date: 03/13/2025 Expiration Date: 04/04/2025

Monthly Recurring Summary

	Amount
Managed IT and Security Services	\$1,684.00
Managed User Services	\$1,909.00
Optional Services	\$402.02
Monthly Total:	\$3,995.02

*Optional Expenses

	Recurring
Optional Services	\$1,507.00
Optional Subtotal:	\$1,507.00

Payment Options

Description	Payments	Interval	Amount
Term Options			
36 Months	36	Monthly	\$3,995.02

Summary of Selected Payment Options

Description		Amount
Term Options: 36 Months		
	Selected Recurring Payment	\$3,995.02
	Total of Recurring Payments	\$143.820.72

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

By accepting this quote Customer is agreeing to the Datapath Terms of Service and Payment Terms:

• Terms of Service



• Payment Terms

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

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA AUTHORIZING THE CITY MANGER TO PURCHASE A VEHICLE IN AN AMOUNT NOT TO EXCEED \$80,000.00 PLUS TAXES AND FEES AND EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE

- **WHEREAS**, the City of Mendota (the "City") purchases and maintains a vehicle for the City Manager to ensure reliable transportation for official City business; and
- **WHEREAS**, the purchase of an additional vehicle will expand the City's fleet and increase vehicle availability to better support operational needs; and
- **WHEREAS**, the City Council of the City has determined that it is necessary to authorize funding that has not been previously allocated in the City's budget for Fiscal Year 2024-2025 for the purchase of this vehicle; and
- **WHEREAS**, the current economic climate surrounding vehicle purchases has made it increasingly difficult, if not impossible, to effectively acquire vehicles in accordance with the City's purchasing procedures outlined in Chapter 2.48 of the Mendota Municipal Code ("MMC"); and
- **WHEREAS**, pursuant to MMC section 2.48.090, subdivision (E), City staff may dispense with competitive bidding requirements where there are "limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations or other valid reasons for proceeding without competitive bidding..."; and
- **WHEREAS**, in order to ensure the City maintains reliable transportation to support City operations and continue serving the community, it is imperative that the City Council authorize the purchase of the vehicle through direct sale with a previously approved "not to exceed" amount.
- **NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Council authorizes the City Manager, or their designee, to purchase one vehicle for City use in an amount not to exceed \$80,000.00 plus taxes and fees and to execute all documents necessary to complete the purchase.

Victor Martinez, Mayor	

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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 1 st day of April, 2025, by the following vote:
AYES: NOES: ABSENT: ABSTAIN:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify

Celeste Cabrera-Garcia, City Clerk

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

RESOLUTION NO. 25-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE DISSOLUTION OF THE MENDOTA PUBLIC SAFETY SUB-COMMITTEE AND DIRECTING STAFF TO EXPLORE AND PRESENT ALTERNATIVE COMMITTEE STRUCTURES THAT COMPREHENSIVELY ADDRESS ALL ASPECTS OF PUBLIC SAFETY IN THE FUTURE

- **WHEREAS**, the City of Mendota (the "City") is committed to ensuring the safety and well-being of its residents by continuously evaluating and improving public safety initiatives; and
- **WHEREAS**, the Mendota Public Safety Sub-Committee was originally established to provide input and recommendations on public safety matters within the City; and
- **WHEREAS**, with the transition to a new police department facility, the operational and strategic needs of the City's public safety efforts have evolved, necessitating a reassessment of the committee's structure and effectiveness; and
- **WHEREAS**, staff recommends dissolving the current Mendota Public Safety Sub-Committee to allow for the development of a more comprehensive and structured approach to addressing all aspects of public safety; and
- **WHEREAS**, the City Council recognizes the importance of an inclusive and effective committee that can adequately support public safety initiatives and meet the City's evolving needs; and
- **WHEREAS**, staff will explore and present options for an improved committee framework that better aligns with the City's current and future public safety priorities.
- **NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the Mendota Public Safety Sub-Committee is hereby dissolved, and City staff is directed to explore and present alternative committee structures that comprehensively address public safety in the future.

Victor Martinez, N	Mayor

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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 1 st day of April, 2025, by the following vote:
AYES: NOES: ABSENT: ABSTAIN:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify

Celeste Cabrera-Garcia, City Clerk



CITY OF MENDOTA

"Cantaloupe Center Of The World"

March 7, 2025

Mr. Rey León The LEAP Institute 14070 Apple St Huron, CA 93234

Subject: Letter of Support for "Green Raiteros" Service Area Expansion

Dear Mr. León,

On behalf of the City of Mendota, I am pleased to offer our strong support for the expansion of the LEAP Institute's "Green Raiteros" program to Mendota. As we are well aware, Mendota and its residents face significant transportation challenges, with limited access to affordable, reliable, and sustainable mobility options. Many community members, including farmworkers, low-income families, seniors, and students, lack personal transportation, making it difficult to access work, medical care, education, and essential services. Expanding "Green Raiteros" to our area would provide a much-needed solution, improving the quality of life for those who need it most.

Our community is predominantly Latino and home to many hardworking farmworkers and bluecollar workers. It has been designated as "severely distressed" by the U.S. Treasury Department, highlighting the urgent need for investment in equitable services. Additionally, air pollution remains a critical health issue across the Central Valley, and we deeply appreciate the "Green Raiteros" program's commitment to reducing emissions through clean transportation solutions.

We are grateful for the impact that LEAP has already had on other parts of the region and believe there is no community more deserving of this expansion than Mendota. We stand ready to support your organization in making this project a success and look forward to the positive changes it will bring to our residents.

Sincerely,

Victor Martinez

Mayor

City of Mendota

Animal Control Monthly Log

ADDRESS	TYPE	DATE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION	CASE DISPOSITION	OFFENSE	FINE	REASON	OFFICER
1100 2ND ST	ANIMAL COMPLAINT	2/3/2025	2 PITBULLS	UNK	NONE	NO	UTL	UTL	NONE	\$0.00	AT LARGE	ACOSTA
MARIE/9TH	ANIMAL COMPLAINT	2/6/2025	PITBULL	UNK		YES	IMPOUNDED	CITATION	1	\$50.00	AT LARGE	ACOSTA
1100 7TH ST	ANIMAL COMPLAINT	2/6/2025	LAB	UNK	UNK	NO	AT LARGE	CITATION	1	\$50.00	AT LARGE	ACOSTA
550 DERRICK	ANIMAL COMPLAINT	2/8/2025	2 CHIA/WEENIER	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
550 DERRICK	ANIMAL COMPLAINT	2/8/2025	1 GERMAN SHEPARD	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
519 CASTANADA CT	ANIMAL COMPLAINT	2/12/2025	1 CHIHUAHUA	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
3123 BASS AV	ANIMAL COMPLAINT	2/13/2025	1 GERMAN SHEPARD	UNK	UNK	NO	UTL	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
1848 JENNINGS ST	LOST/FOUND ANIMAL	2/13/2025	DOBERMAN	UNK		NO	UTL	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
1282 BELMONT	ANIMAL COMPLAINT	2/14/2025	1 GERMAN SHEPARD	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
SORNSEN/BLACK	ANIMAL COMPLAINT	2/14/2025	3 HUSKYS	UNK	UNK	NO	UTL	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
1197 PUCHEU ST	ANIMAL COMPLAINT	2/14/2025	4 CHIHUAHUA	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
3699 BASS AV	LOST/FOUND ANIMAL	2/16/2025	GERMAN SHEPARD	UNK		YES	RETURNED	WARNING	1	\$0.00	AT LARGE	ACOSTA
224 LUA ST	ANIMAL COMPLAINT	2/18/2025	2 CHIA/WEENIER	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
650 PUCHEU ST	LOST/FOUND ANIMAL	2/18/2025	2 PITBULLS	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
901 AIRPORT BLVD	ANIMAL COMPLAINT	2/19/2025	7 MIX BREED	UNK		NO	UTL	NECESSARY ACTION TAKEN	10	\$0.00	AT LARGE	ACOSTA
1000 AIRPORT BLVD	ANIMAL COMPLAINT	2/19/2025	2 LAB/PITBULL	UNK	UNK	NO	UTL	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
3699 BASS AV	LOST/FOUND ANIMAL	2/20/2025	1 POODOLE	UNK		NO	UTL	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
605 BASS AV	ANIMAL COMPLAINT	2/20/2025	1 LAB	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
1282 BELMONT	ANIMAL COMPLAINT	2/21/2025	1 CHIHUAHUA	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
1782 H ST	LOST/FOUND ANIMAL	2/24/2025	CHOW/MIX	UNK	UNK	NO	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
262 J ST	LOST/FOUND ANIMAL	2/24/2025	4 WEENIER/CHIA	UNK	UNK	YES	IMPOUNDED	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
485 MARIE	ANIMAL COMPLAINT	2/25/2025	2 QUEENSLAND	UNK	UNK	NO	UTL	NECESSARY ACTION TAKEN	1	\$0.00	AT LARGE	ACOSTA
452 NAPLES	ANIMAL COMPLAINT	2/27/2025	2 GERMAN/ MIX	UNK		NO	AT LARGE	WARNING	1	\$0.00	AT LARGE	ACOSTA
760 LOLITA	ANIMAL COMPLAINT	2/27/2025	1 CHIA/MIX	UNK		NO	AT LARGE	CITATION	3	\$400.00	AT LARGE	ACOSTA
961 LOLITA	ANIMAL COMPLAINT	2/27/2025	1 HUSKY	UNK		NO	AT LARGE	WARNING	2	\$0.00	AT LARGE	ACOSTA
PUCHEU/11TH	ANIMAL COMPLAINT	2/28/2025	GERMAN SHEPARD	UNK		YES	AT LARGE	CITATION	1	\$200.00	AT LARGE	ACOSTA
1225 OLLER	ANIMAL COMPLAINT	2/28/2025	BOXER	UNK		YES	AT LARGE	CITATION	1	\$100.00	AT LARGE	ACOSTA
						-		RESCUED: 3		TOTAL:	\$200.00	\$800.00
								CLEED, 44	I			

SLEEP: 14
RETURNED TO OWNER: 6
AT DOG POUND: 19

Code Enforcement Monthly Log

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	OFFICER
NAPLES/2ND ST	VEHICLE CHECK	2/1/2025	N/A	CITATION	\$50.00	ACOSTA
NAPLES/2ND ST	VEHICLE CHECK	2/1/2025	N/A	WARNING	\$0.00	ACOSTA
693 LOZANO ST	MUNI CODE VIOLATION	2/2/2025	N/A	WARNING	\$0.00	ACOSTA
NAPLES/4TH ST	VEHICLE CHECK	2/4/2025	N/A	CITATION	\$50.00	ACOSTA
573 TULE ST	MUNI CODE VIOLATION	2/4/2025	N/A	CITATION	\$2,000.00	ACOSTA
697 DERRICK AVE	MUNI CODE VIOLATION	2/4/2025	N/A	WARNING	\$0.00	ACOSTA
647 PEREZ ST	MUNI CODE VIOLATION	2/4/2025	N/A	CITATION	\$100.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/6/2025	N/A	CITATION	\$275.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/6/2025	N/A	CITATION	\$275.00	ACOSTA
619 GARCIA ST	VEHICLE CHECK	2/7/2025	N/A	CITATION	\$1,050.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/7/2025	N/A	CITATION	\$275.00	ACOSTA
516 I ST	MUNI CODE VIOLATION	2/11/2025	N/A	WARNING	\$0.00	ACOSTA
575 NAPLES	VEHICLE CHECK	2/11/2025	N/A	CITATION	\$40.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/11/2025	N/A	CITATION	\$275.00	ACOSTA
OLLER ST/4TH ST	VEHICLE CHECK	2/12/2025	N/A	WARNING	\$0.00	ACOSTA
LOZANO APT	VEHICLE CHECK	2/12/2025	N/A	CITATION	\$275.00	ACOSTA
1267 OLLER ST	VEHICLE CHECK	2/13/2025	N/A	CITATION	\$275.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/13/2025	N/A	CITATION	\$275.00	ACOSTA
76 P/L	VEHICLE CHECK	2/14/2025	N/A	CITATION	\$275.00	ACOSTA
277 TUFT ST	VEHICLE CHECK	2/18/2025	N/A	CITATION	\$40.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/18/2025	N/A	CITATION	\$275.00	ACOSTA
654 LOZANO ST	VEHICLE NUISANCE	2/19/2025	N/A	GONE ON ARIVAL	\$0.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/19/2025	N/A	CITATION	\$275.00	ACOSTA
GAXIOLA ST/BARBOZA ST	VEHICLE CHECK	2/20/2025	N/A	TOWED	\$0.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/21/2025	N/A	CITATION	\$275.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/23/2025	N/A	CITATION	\$275.00	ACOSTA
271 TUFT ST	VEHICLE CHECK	2/23/2025	N/A	CITATION	\$40.00	ACOSTA
654 LOZANO ST	VEHICLE CHECK	2/23/2025	N/A	CITATION	\$40.00	ACOSTA
243 LOZANO ST	VEHICLE CHECK	2/24/2025	N/A	WARNING	\$0.00	ACOSTA
7TH ST /PUCHEU ST	VEHICLE CHECK	2/24/2025	N/A	CITATION	\$275.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/24/2025	N/A	CITATION	\$275.00	ACOSTA
650 OLLER ST	VEHICLE CHECK	2/26/2025	N/A	CITATION	\$275.00	ACOSTA

Code Enforcement Monthly Log

NAPLES ST/2ND ST	VEHICLE CHECK	2/27/2025	N/A	CITATION	\$50.00	ACOSTA
690 OLLER ST	VEHICLE CHECK	2/27/2025	N/A	CITATION	\$275.00	ACOSTA
519 LOLITA ST	MUNI CODE VIOLATION	2/28/2025	N/A	CITATION	\$200.00	ACOSTA
				TOTAL:	\$8,060,00	





CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
250000273.1		2/1/2025	Sat	YES	NARCOTICS VIOLATION	HS 11364, PC 148.9, WARRANT ARREST
250000276.1		2/1/2025	Sat	YES	SIMPLE ASSAULT (DV)	PC 243E1
250000280.1		2/2/2025	Sun	YES	TRESPASS	PC 602.5
250000281.1		2/2/2025	Sun	NO	GRAND THEFT AUTO	VC 10851
250000282.1		2/3/2025	Mon	NO	RO VIOLATION	PC 273.6
250000283.1		2/3/2025	Mon	NO	VANDALISM	PC 594
250000285.1		2/3/2025	Mon	YES	DUI ARREST	VC 23152
250000286.1		2/4/2025	Tue	NO	TRAFFIC COLLISION	
250000287.1		2/4/2025	Tue	NO	HIT & RUN	VC 20001
250000288.1		2/4/2025	Tue	NO	INCIDENT REPORT	
250000289.1		2/4/2025	Tue	NO	INCIDENT REPORT	
250000290.1		2/4/2025	Tue	YES	WARRANT ARREST	PC 978.5
250000292.1		2/5/2025	Wed	NO	SIMPLE ASSAULT	PC 242
250000293.1		2/5/2025	Wed	NO	IDENTITY THEFT	PC 530.5
250000294.1		2/5/2025	Wed	NO	RESIDENTIAL BURGLARY	PC 459
250000298.1		2/6/2025	Thu	NO	REPOSSESSION	
250000300.1		2/6/2025	Thu	NO	FIELD INTERVIEW	
250000301.1		2/6/2025	Thu	NO	INCIDENT REPORT	
250000302.1		2/6/2025	Thu	YES	PUBLIC INTOXICATION	PC 647F
250000304.1		2/7/2025	Fri	NO	AGGRAVATED ASSAULT	PC 245A1
250000305.1		2/7/2025	Fri	NO	ERROR	
250000306.1		2/7/2025	Fri	NO	SIMPLE ASSAULT	PC 242
250000307.1		2/7/2025	Fri	NO	AGGRAVATED ASSAULT	PC 245
250000310.1		2/8/2025	Sat	YES	WARRANT ARREST	PC 978.5
250000311.1		2/8/2025	Sat	NO	RUNAWAY JUVENILE	
250000312.1		2/8/2025	Sat	YES	NARCOTICS VIOLATION	HS 11364, HS 11377
250000319.1		2/9/2025	Sun	NO	VANDALISM	PC 594
250000322.1		2/9/2025	Sun	NO	INCIDENT REPORT	
250000323.1		2/9/2025	Sun	YES	NARCOTICS VIOLATION	HS 11377
250000330.1		2/10/2025	Mon	NO	COMMERCIAL BURGLARY	PC 459
250000332.1		2/11/2025	Tue	NO	VANDALISM	PC 594
250000333.1		2/11/2025	Tue	NO	FRAUD	PC 532A
250000335.1		2/11/2025	Tue	YES	DUI ARREST	VC 23152
250000337.1		2/12/2025	Wed	NO	IDENTITY THEFT	PC 530.5
250000338.1		2/12/2025	Wed	YES	NARCOTICS VIOLATION	HS 11351.15
250000339.1		2/12/2025	Wed	NO	REPOSSESSION	
250000340.1		2/12/2025	Wed	YES	OPEN CONTAINER	BP 25620
250000341.1		2/12/2025	Wed	YES	NARCOTICS VIOLATION	HS 11377
250000343.1		2/12/2025	Wed	NO	VANDALISM	PC 594
250000345.1		2/13/2025	Thu	NO	TRAFFIC COLLISION	
250000346.1		2/13/2025	Thu	NO	ERROR	





CASE#	ADDRESS	RPT DATE DAY	S ARREST	CRIME TYPE	CHARGES
250000347.1		2/13/2025 Thu	NO	VANDALISM	PC 594
250000348.1		2/13/2025 Thu	NO	FALSE IMPRISONMENT	PC 236
250000349.1		2/13/2025 Thu	YES	DUI ARREST	VC 23152
250000351.1		2/14/2025 Fri	NO	GTA RECOVERY	
250000352.1		2/14/2025 Fri	YES	AGGRAVATED ASSAULT	PC 245A1, PC 148
250000355.1		2/15/2025 Sat	NO	ANIMAL COMPLAINT	
250000358.1		2/15/2025 Sat		DUI ARREST	VC 23152
250000360.1		2/15/2025 Sat	YES	NARCOTICS VIOLATION	HS 11350
250000363.1		2/16/2025 Sur		PETTY THEFT	PC 484A
250000364.1		2/16/2025 Sur		NARCOTICS VIOLATION	HS 11364, WARRANT ARREST
250000366.1		2/16/2025 Sur	NO	MISSING PERSON	
250000369.1		2/17/2025 Mor	YES	WARRANT ARREST	PC 978.5
250000370.1		2/17/2025 Mor		REPOSSESSION	
250000371.1		2/17/2025 Mor		PETTY THEFT	PC 484
250000372.1		2/17/2025 Mor		SUSPENDED LICENSE	VC 14601.2, WARRANT ARREST
250000374.1		2/17/2025 Mor	NO NO	INCIDENT REPORT	
250000375.1		2/17/2025 Mor		HIT & RUN	VC 20002
250000378.1		2/18/2025 Tue	NO	VANDALISM	PC 594
250000379.1		2/18/2025 Tue	NO	INCIDENT REPORT	
250000380.1		2/18/2025 Tue	NO	SEX OFFENSE	PC 286
250000381.1		2/18/2025 Tue	NO	THEFT OF ACCESS CARD	PC 484G
250000382.1		2/18/2025 Tue	NO	TRAFFIC COLLISION	
250000383.1		2/18/2025 Tue	NO	INCIDENT REPORT	
250000384.1		2/18/2025 Tue	YES	DUI ARREST	VC 23152, WARRANT ARREST
250000386.1		2/19/2025 Wee		INCIDENT REPORT	
250000388.1		2/19/2025 We	I NO	MISSING PERSON	
250000389.1		2/19/2025 Wee	I YES	LOITERING	PC 647H
250000390.1		2/19/2025 Wee	I YES	SUSPENDED LICENSE	VC 14601.2
250000392.1		2/20/2025 Thu	NO	VEHICLE STORAGE	VC 22651
250000393.1		2/20/2025 Thu	YES	PUBLIC INTOXICATION	PC 647F, WARRANT ARREST
250000394.1		2/20/2025 Thu	NO	PETTY THEFT	PC 484A
250000395.1		2/20/2025 Thu	NO	GRAND THEFT	PC 487
250000396.1		2/20/2025 Thu	NO	HIT & RUN	VC 20002
250000397.1		2/20/2025 Thu	NO	TRAFFIC COLLISION	
250000402.1		2/21/2025 Fri	NO	INCIDENT REPORT	
250000408.1		2/21/2025 Fri	YES	WARRANT ARREST	PC 978.5
250000410.1		2/21/2025 Fri	NO	ATTEMPT GRAND THEFT AUTO	PC 664/10851
250000413.1		2/22/2025 Sat	NO	MENTALLY UNSTABLE	WI 5150
250000414.1		2/22/2025 Sat	NO	FIELD INTERVIEW	
250000418.1		2/22/2025 Sat	NO	INCIDENT REPORT	
250000419.1		2/22/2025 Sat	NO	INCIDENT REPORT	



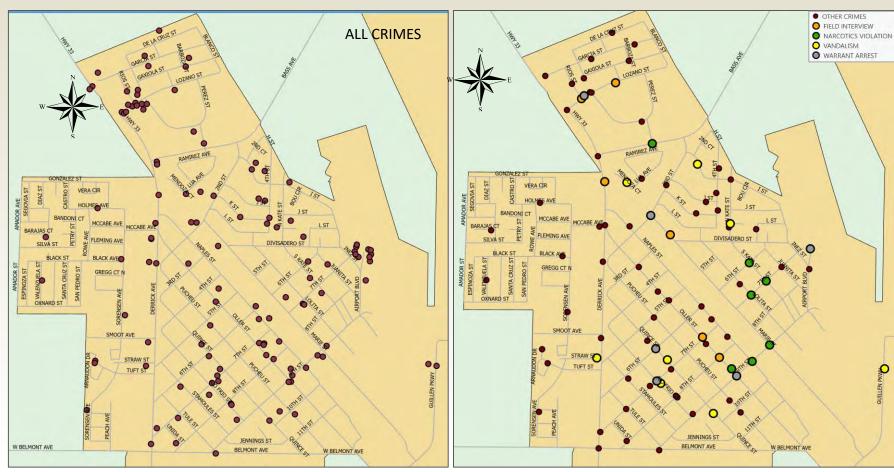


CASE#	ADDRESS	RPT DATE DAYS	ARREST	CRIME TYPE	CHARGES
250000422.1		2/23/2025 Sun	NO	FIELD INTERVIEW	
250000424.1		2/23/2025 Sun	NO	FIELD INTERVIEW	
250000425.1		2/23/2025 Sun	YES	VANDALISM	PC 594
250000426.1		2/23/2025 Sun	NO	PETTY THEFT	PC 484
250000428.1		2/23/2025 Sun	YES	NARCOTICS VIOLATION	HS 11377
250000429.1		2/23/2025 Sun	YES	RESISTING	PC 148
250000431.1		2/24/2025 Mon	NO	DECEASED PERSON	11-44
250000432.1		2/24/2025 Mon	NO	VANDALISM	PC 594
250000433.1		2/24/2025 Mon	NO	INCIDENT REPORT	
250000436.1		2/24/2025 Mon	NO	INCIDENT REPORT	
250000437.1		2/24/2025 Mon	NO	INCIDENT REPORT	
250000438.1		2/24/2025 Mon	NO	INCIDENT REPORT	
250000439.1		2/24/2025 Mon	YES	DUI ARREST	VC 23152
250000441.1		2/24/2025 Mon	NO	VEHICLE PURSUIT	VC 2800.1
250000443.1		2/25/2025 Tue	NO	MENTALLY UNSTABLE	WI 5150
250000445.1		2/25/2025 Tue	NO	HIT & RUN	VC 20002
250000446.1		2/25/2025 Tue	NO	FIELD INTERVIEW	
250000447.1		2/25/2025 Tue	NO	FIELD INTERVIEW	
250000450.1		2/26/2025 Wed	NO	FIELD INTERVIEW	
250000451.1		2/26/2025 Wed	NO	FIELD INTERVIEW	
250000452.1		2/26/2025 Wed	NO	TRAFFIC COLLISION	
250000456.1		2/26/2025 Wed	NO	FIELD INTERVIEW	
250000457.1		2/26/2025 Wed	YES	NARCOTICS VIOLATION	HS 11364
250000461.1		2/27/2025 Thu	NO	LOST PROPERTY	WALLET
250000462.1		2/27/2025 Thu	NO	INCIDENT REPORT	CHILD ABUSE
250000465.1		2/27/2025 Thu	NO	INCIDENT REPORT	DV REL
250000467.1		2/27/2025 Thu	NO	GRAND THEFT AUTO	VC 10851
250000468.1		2/28/2025 Fri	NO	ROBBERY	PC 211
250000469.1		2/28/2025 Fri	NO	AGGRAVATED ASSAULT	PC 245A1
250000470.1		2/28/2025 Fri	NO	ROBBERY	PC 211
250000471.1		2/28/2025 Fri	NO	PETTY THEFT	PC 484
250000472.1		2/28/2025 Fri	NO	INCIDENT REPORT	
250000473.1		2/28/2025 Fri	NO	INCIDENT REPORT	
250000475.1		2/28/2025 Fri	NO	FRAUD	PC 532A
250000476.1		2/28/2025 Fri	NO	INCIDENT REPORT	
250000477.1		2/28/2025 Fri	YES	WARRANT ARREST	PC 978.5
250000479.1		2/28/2025 Fri	YES	WARRANT ARREST	PC 978.5
250000481.1		2/28/2025 Fri	NO	REPOSSESSION	1/20
250000482.1		2/28/2025 Fri	NO	RO VIOLATION	VPC 273.6
250000483.1		2/28/2025 Fri	NO	FIELD INTERVIEW	



FEBRUARY 2025 - MAP





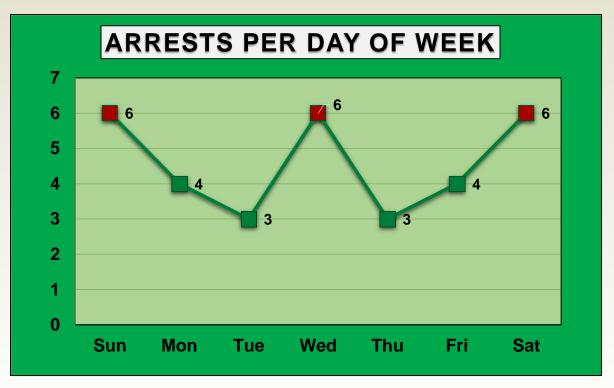
CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT						4		4
ANIMAL COMPLAINT							1	1
ATTEMPT GRAND THEFT AUTO						1		1
COMMERCIAL BURGLARY		1						1
DECEASED PERSON		1						1
DUI ARREST		2	2		1		1	6
ERROR					1	1		2
FALSE IMPRISONMENT					1			1
FIELD INTERVIEW	2		2	3	1	1	1	10
FRAUD			1			1		2
GRAND THEFT					1			1
GRAND THEFT AUTO	1				1			2
GTA RECOVERY						1		1
HIT & RUN		1	2		1			4
IDENTITY THEFT				2				2
INCIDENT REPORT	1	5	4	1	3	4	2	20
LOITERING				1				1
LOST PROPERTY					1			1
MENTALLY UNSTABLE			1				1	2
MISSING PERSON	1			1				2
NARCOTICS VIOLATION	3			3			3	9
OPEN CONTAINER				1				1
PETTY THEFT	2	1			1	1		5
PUBLIC INTOXICATION					2			2
REPOSSESSION		1		1	1	1		4
RESIDENTIAL BURGLARY				1				1
RESISTING	1							1
RO VIOLATION		1				1		2
ROBBERY						2		2
RUNAWAY JUVENILE							1	1
SEX OFFENSE			1					1
SIMPLE ASSAULT				1		1		2
SIMPLE ASSAULT (DV)							1	1
SUSPENDED LICENSE		1		1				2
THEFT OF ACCESS CARD			1					1
TRAFFIC COLLISION			2	1	2			5
TRESPASS	1							1
VANDALISM	2	2	2	1	1			8
VEHICLE PURSUIT		1						1
VEHICLE STORAGE					1			1
WARRANT ARREST	1	2	2		1	3	2	11
Grand Total	15	19	20	18	20	22	13	127



FEBRUARY 2025 - ARRESTS



DAYS	ARRESTS
Sun	6
Mon	4
Tue	3
Wed	6
Thu	3
Fri	4
Sat	6
Grand Total	32



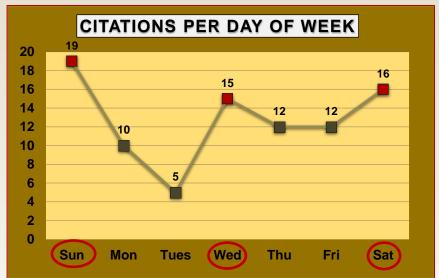


FEBRUARY 2025 - CITES



CASE_NO	DATE	DAY
250000274.1	2/1/2025	Sat
250000275.1	2/1/2025	Sat
250000277.1	2/2/2025	Sun
250000278.1	2/2/2025	Sun
250000279.1	2/2/2025	Sun
250000284.1	2/3/2025	Mon
250000291.1	2/5/2025	Wed
250000295.1	2/5/2025	Wed
250000296.1	2/5/2025	Wed
250000297.1	2/5/2025	Wed
250000299.1	2/6/2025	Thu
250000303.1	2/6/2025	Thu
250000308.1	2/7/2025	Fri
250000309.1	2/8/2025	Sat
250000313.1	2/8/2025	Sat
250000314.1	2/8/2025	Sat
250000315.1	2/8/2025	Sat
250000316.1	2/8/2025	Sat
250000317.1	2/9/2025	Sun
250000318.1	2/9/2025	Sun
250000320.1	2/9/2025	Sun
250000321.1	2/9/2025	Sun
250000324.1	2/9/2025	Sun
250000325.1	2/9/2025	Sun
250000326.1	2/9/2025	Sun
250000327.1	2/9/2025	Sun
250000328.1	2/10/2025	Mon
250000329.1	2/10/2025	Mon
250000331.1	2/10/2025	Mon
250000334.1	2/11/2025	Tue
250000336.1	2/12/2025	Wed
250000342.1	2/12/2025	Wed
250000344.1	2/12/2025	Wed
250000350.1	2/13/2025	Thu
250000353.1	2/14/2025	Fri
250000354.1	2/14/2025	Fri
250000356.1	2/15/2025	Sat
250000357.1	2/15/2025	Sat
250000359.1	2/15/2025	Sat
250000361.1	2/15/2025	Sat
250000362.1	2/16/2025	Sun
250000365.1	2/16/2025	Sun
250000367.1	2/16/2025	Sun
250000368.1	2/17/2025	Mon
250000373.1	2/17/2025	Mon

CASE NO	DATE	DAV
		DAY
250000376.1	2/17/2025	Mon
250000377.1	2/18/2025	Tue
250000385.1	2/18/2025	Tue
250000387.1	2/19/2025	Wed
250000391.1	2/20/2025	Thu
250000398.1	2/20/2025	Thu
250000399.1	2/20/2025	Thu
250000400.1	2/20/2025	Thu
250000401.1	2/20/2025	Thu
250000403.1	2/21/2025	Fri
250000404.1	2/21/2025	Fri
250000405.1	2/21/2025	Fri
250000406.1	2/21/2025	Fri
250000407.1	2/21/2025	Fri
250000409.1	2/21/2025	Fri
250000411.1	2/22/2025	Sat
250000412.1	2/22/2025	Sat
250000415.1	2/22/2025	Sat
250000416.1	2/22/2025	Sat
250000417.1	2/22/2025	Sat
250000420.1	2/23/2025	Sun
250000421.1	2/23/2025	Sun
250000423.1	2/23/2025	Sun
250000427.1	2/23/2025	Sun
250000430.1	2/23/2025	Sun
250000434.1	2/24/2025	Mon
250000435.1	2/24/2025	Mon
250000440.1	2/24/2025	Mon
250000444.1	2/25/2025	Tue
250000442.1	2/25/2025	Tue
250000448.1	2/26/2025	Wed
250000449.1	2/26/2025	Wed
250000453.1	2/26/2025	Wed
250000454.1	2/26/2025	Wed
250000455.1	2/26/2025	Wed
250000458.1	2/26/2025	Wed
250000459.1	2/26/2025	Wed
250000460.1	2/27/2025	Thu
250000463.1	2/27/2025	Thu
250000464.1	2/27/2025	Thu
250000466.1	2/27/2025	Thu
250000474.1	2/28/2025	Fri
250000478.1	2/28/2025	Fri
250000480.1	2/28/2025	Fri

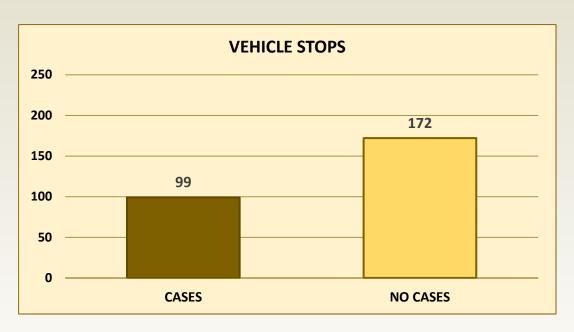


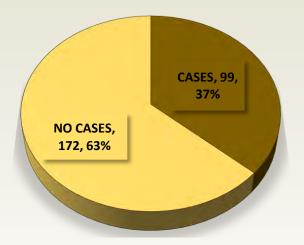
DAYS	COUNT
Sun	19
Mon	10
Tues	5
Wed	15
Thu	12
Fri	12
Sat	16
Grand Total	89



FEBRUARY 2025 – VEHICLE STOPS







TOTAL VEHICLE STOPS – 271

- WITH CASE NUMBERS 99
- WITHOUT CASE NUMBERS 172





		. /	/ /	/ /	/ /	/	/ /	/	/	/ /	· /	/	/. /	/.	/. /.
CRIME TYPE	Decemi	Januar	Fabrua	March	Agril	May	June	July	Augus	st septemi	det Octobe	Hovern	Jet Decemb	2025 To	JANIFEE 810
Homicide	0	0	0											0	NON-CAL
Rape	0	1	0											1	-100%
Other Sex Offense	3	0	1											1	NON-CAL
Robbery	2	2	2											4	0%
Aggravated Assault	7	4	4											8	0%
Aggravated Assault (DV)	2	3	0											3	-100%
Simple Assault	2	2	2											4	0%
Simple Assault (DV)	1	2	1											3	-50%
Residential Burglary	0	0	1											1	NON-CAL
Commercial Burglary	1	1	1											2	0%
Auto Theft	11	5	2											7	-60%
Grand Theft	2	0	1											1	NON-CAL
Petty Theft	2	6	5											11	-17%
Vehicle Burglary	3	1	0											1	-100%
ID Theft/Fraud	1	1	4											5	300%
Arson	0	1	0											1	-100%
Vandalism	9	10	8											18	-20%
Hate Crimes	0	0	0											0	NON-CAL
Possession of Firearm	0	1	0											1	-100%
Possession of Knife	0	0	0											0	NON-CAL
DUI Arrests	3	1	6											7	500%
Public Intoxication	0	4	2											6	-50%
Narcotics Violation	4	10	9											19	-10%
Parole/Probation Violation	0	2	0											2	-100%
Restraining Order Violation	1	4	2											6	-50%
Warrant Arrest	15	5	11											16	120%
Mental Health Reports	7	2	2											4	0%
Runaway / Missing	1	1	3											4	200%
Trespass	2	0	1											1	NON-CAL
TOTALS	79	69	68	0	0	0	0	0	0	0	0	0	0	137	-1%



455 W. Fir Avenue Clovis, CA 93611 Tel: (559) 449-2700

Fax: (559) 449-2715

www.provostandpritchard.com

Memorandum

To:	City Council via Cristian Gonzalez, City Manager
From:	Michael Osborn, City Engineer Jeff O'Neal, City Planner
Subject:	City Engineer's Report to City Council
Date:	March 25, 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 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, working with FCOG & Caltrans to move forward to Fall 2025

Parks

- 1. Rojas Pierce Park:
 - CDBG funded Phase 3: 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 Summer 2025, pending land transfer

Planning/Development Projects

- 1. Rojas Pierce Park Annexation
 - Pending acquisition of land from WWD
- 2. Airport Land Use Plan
 - Coordinating with City staff and Airport Subcommittee
- 3. Belmont & SR 33 Gas Station
 - Reviewing 1st submittal of site improvement plans

Grant Applications:

- 1. Triangle Park & Pool Park:
 - Triangle Park is included in 2nd Street Stormwater Project application
- 2. Marie Street Complete Street Improvements:
 - Application for \$2,710,133 in CMAQ funding submitted to FCOG for competitive call for projects
- 3. 2025 Alley Paving Project:
 - Application for \$962,974 in CMAQ funding submitted to FCOG for competitive call for projects in March
- 4. 7th Street Pavement Rehabilitation (Naples to Unida):
 - Application for \$1,878,803 in STBG funding submitted to FCOG for competitive call for projects
- 5. Smoot Avenue Reconstruction (west of Sorensen):
 - Application for \$410,915 STBG funding submitted to FCOG for competitive call for projects
- 6. Naples Street Reconstruction (5th to 8th):
 - Application for \$1,641,442 in STBG funding submitted to FCOG for competitive call for projects
- 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
 - Met with Waterboard staff on-site on 3/18/2025

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
- 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 February):

Engineers: 10Planners: 5Surveyors: 1

Environmental Specialist: 0
GIS/CAD Specialists: 1
Construction Manager: 0
Project Administrator: 4
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