



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor

VICTOR MARTINEZ
Mayor Pro Tem

JESSE MENDOZA

JOSEPH R. RIOFRIO

OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
July 28, 2020
6:00 PM

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM - 5 PM.

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

If you require interpretation services to participate at this meeting, please contact the City Clerk at (559) 655-3291 between the hours of 8 a.m. – 5 p.m. Monday through Friday. Notification of at least twenty-four hours prior to the meeting will enable staff to make the necessary arrangement to ensure participation at the meeting.

If you would like to participate at this meeting via Zoom, please use the following information:

Dial-in number: 1(669) 900-6833 Meeting ID: 481 456 459 Password: 93640

<https://zoom.us/j/481456459?pwd=S1ZEc0VYaXRRTFp6c293cHMvQIA1dz09>

Si se solicitan servicios de interpretación en español, participe en esta reunión a través de Zoom, utilizando la siguiente información:

Número de marcación: 1(669) 900-6833 ID de la reunión: 998 0352 7013 Contraseña: 93640

<https://zoom.us/j/99803527013?pwd=ZG5ueTZybCtCSDIURFRHcko2OEIKQT09>

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

CITIZENS ORAL AND WRITTEN PRESENTATIONS

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 14, 2020.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. JULY 14, 2020 THROUGH JULY 22, 2020
WARRANT LIST CHECKS NO. 47046 THROUGH 47104
TOTAL FOR COUNCIL APPROVAL = \$318,337.30
2. Proposed adoption of **Resolution No. 20-57**, retaining Provost & Pritchard Consulting Group and BSK Associates for Professional Construction Phase Services for the Bass & Barboza Roundabout Project.
3. Proposed adoption of **Resolution No. 20-58**, authorizing Payment of Retainage to the Contractor for Black Avenue & 5th Street Reconstruction Federal Project No. STBL-5285(019).

BUSINESS

1. Council discussion and direction to staff regarding potential Mendota Municipal Code amendments requested by Canna-Hub to allow for the commercial distribution of cannabis.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provides direction to staff on how to proceed*
2. Council discussion and consideration of **Resolution No. 20-54**, appointing voting delegates for the League of California Cities' Annual Business Meeting.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council takes action as appropriate*

PUBLIC HEARING

1. Public hearing and proposed adoption of **Resolution No. 20-55**, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2020-2021.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens the public hearing, accepting comments from the public*
 - d. *Mayor closes the public hearing*
 - e. *Council provide any input, and consider Resolution No. 20-55 for adoption*

2. Public hearing and proposed adoption of **Resolution No. 20-56**, authorizing the placement of special assessments on the 2020-2021 tax roll for 2020 nuisance abatement costs.
 - a. *Receive report from Interim Chief of Police Smith*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens the public hearing, accepting comments from the public*
 - d. *Mayor closes the public hearing*
 - e. *Council provide any input, and consider Resolution No. 20-56 for adoption*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Officer
 - a) Grant Update

2. City Engineer
 - a) Update

3. City Clerk
 - a) Update

4. City Attorney
 - a) Update

5. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §54957.6
Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services
Employee Organization: Mendota Police Officers Association

2. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to CA Government Code § 54957(b)
Title: Chief of Police

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 July 28, 2020, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, July 24, 2020 at 2:30 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

July 14, 2020

Meeting called to order by Mayor Castro at 6:02 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Martinez; Councilors Jesus Mendoza, Joseph Riofrio, and Oscar Rosales

Council Members Absent: None

Flag salute led by Mayor Castro

FINALIZE THE AGENDA

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

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

PRESENTATIONS

1. Davena Witcher with the Alliance for Medical Outreach & Relief (AMOR) to provide an update on the AMOR Wellness Center.

Davena Witcher with the Alliance for Medical Outreach & Relief (AMOR) provided an update on the AMOR Wellness Center, including the status of the project; the layout of the building; various aspects of the center; the types of services that will be provided at the center; and the various agencies that will be providing services out of the center.

Discussion was held on the agencies that will be providing services from the center; available job opportunities at the center; and the possibility of holding a charitable

basketball game with AMOR staff; whether the playground at the site accommodates children with special needs; and the history of the project.

2. Jeff Tamkin with Public Facilities Investment Corporation to present information on the proposed combined City Hall/Police Department project.

Jeffrey Tamkin with Public Facilities Investment Corporation (PFIC) introduced the staff of the agency and provided information on the proposed project; provided information on the development steps that would be followed for the proposed project; the project proposal; the program and community benefits; and PFIC's contact information.

Discussion was held on prepayment opportunities; the total cost of the project; the ability to negotiate the pricing of various aspects of the project; and the possibility of PFIC providing a list of references to the City.

Charles Dellinger with PFIC provided background information on the agency, including the various services it provides and the various projects that it has participated in.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of June 23, 2020.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (5 ayes).

CONSENT CALENDAR

1. JUNE 16, 2020 THROUGH JULY 08, 2020
WARRANT LIST CHECKS NO. 46967 THROUGH 47045
TOTAL FOR COUNCIL APPROVAL = \$435,944,23
2. Proposed adoption of **Resolution No. 20-46**, concerning Local Transportation Purpose Funds (Measure C Extension Funds).
3. Proposed adoption of **Resolution No. 20-47**, authorizing the execution of an agreement with the Fresno County Rural Transit Agency for Safety and Security Services.

4. Proposed adoption of **Resolution No. 20-48**, ratifying the Letter of Authorization submitted to Fresno County for the submittal of a grant application to CalRecycle for the Oil Payment Program Cycle 11.
5. Proposed adoption of **Resolution No. 20-49**, awarding the bid for the Bass & Barboza Roundabout project to Cal Valley Construction, Inc. in the amount of \$969,092.00.
6. Proposed adoption of **Resolution No. 20-50**, accepting the Engineer's Report for Landscape and Lighting Maintenance District 2019-01 for Fiscal Year 2020/2021, declaring the intention to levy and collect assessments for Fiscal Year 2020/2021, and scheduling a public hearing for consideration of same.

Requests were made to pull items 5 and 6 for discussion.

A motion was made by Councilor Riofrio to approve items 1, 2, 3, and 4 of the Consent Calendar, seconded by Councilor Mendoza; unanimously approved (5 ayes).

5. Proposed adoption of **Resolution No. 20-49**, awarding the bid for the Bass & Barboza Roundabout project to Cal Valley Construction, Inc. in the amount of \$969,092.00.

Discussion was held on the variations in the costs between all of the bids submitted; the reasons as to why the bids vary significantly; the City Engineer contacting the lowest bidder in order to confirm the amount of the bid that was submitted; ensuring that the contractor provides quality work; various aspects of the bids that varied the most; whether Cal Valley Construction, Inc. has done work in the City before; ensuring that staff provides project updates to the City Council; various aspects that influence the Engineer's estimate for projects; additional CMAQ funding that is available that can be incorporated into the project; the project's timeline; how traffic in the area will be rerouted (at 7:14 p.m. Councilor Mendoza left the Council Chambers); how the winning bid is selected; and the project timeline for the Lozano and State Route 33 project.

6. Proposed adoption of **Resolution No. 20-50**, accepting the Engineer's Report for Landscape and Lighting Maintenance District 2019-01 for Fiscal Year 2020/2021, declaring the intention to levy and collect assessments for Fiscal Year 2020/2021, and scheduling a public hearing for consideration of same.

Discussion was held on whether additional lighting will be provided along Bass Avenue (at 7:18 p.m. Councilor Mendoza returned to the Council Chambers).

A motion was made by Councilor Rosales to approve items 5 and 6 of the Consent Calendar, seconded by Councilor Riofrio; unanimously approved (5 ayes).

BUSINESS

1. Council discussion and direction to staff regarding potential Mendota Municipal Code amendments requested by Canna-Hub to allow for the commercial distribution of cannabis.

Mayor Castro introduced the item and City Attorney Kinsey stated that Councilor Rosales needed to recuse himself (at 7:19 p.m. Councilor Rosales recused himself and stepped down from the dais), and summarized the report including the conditions of the development agreement between the City and Canna-Hub; the State adding a Type 9 License for Non-storefront Retail, which can allow Canna-Hub to deliver cannabis products to the general public; the State adding such as license after the development agreement between the two parties was negotiated and executed; and the City permitting Canna-Hub to bring forth their proposal to the City Council for discussion and consideration

Discussion was held on whether the City has the ability to permit such licenses within the City; and whether other business entities would be able to conduct such businesses if the City permits Canna-Hub to have a Type 9 license.

Tim McGraw (Canna-Hub) - stated that the Mendota campus is very secure building; the portion of the campus that is leased out; and that the allowance of the additional license would allow Canna-Hub to lease out the rest of the building.

Discussion was held on the amount of job opportunities that are currently available at the Canna-Hub campus; the total amount of fees that the business has paid to the City; the possibility of Canna-Hub leasing out the rest of the building; and the City's relationship with Canna-Hub.

Jonathan Charak (Canna-Hub) - provided information on the positive impact that the addition of the Type 9 license will have on Canna-Hub and on the community.

Discussion was held on how Canna-Hub's fees are being paid to the City; the discussion that staff had with Canna-Hub regarding the item; and whether such allowance would negatively impact the potential commercial cannabis business that will come to the City.

Jose Gutierrez - stated that he understood the Council's hesitation to permit the allowance of the Type 9 license; and that Council should allow Canna-Hub to add the delivery license.

Discussion was held on the need for Council to discuss and consider the item further; requested that Mr. McGraw meet with staff to discuss the item; and the possibility of creating a Council sub-committee to negotiate with Canna-Hub regarding the delivery license type.

Council consensus was reached to direct staff to bring back an agenda item at a future meeting that establishes a Council subcommittee to negotiate with Canna-Hub regarding the delivery license type.

2. Council discussion and consideration of **Resolution No. 20-51**, authorizing the formation of a City Council subcommittee to negotiate with commercial cannabis businesses.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report including the Council's previous action on the item; and staff's recommendation that the Council establish a subcommittee to negotiate with Element 7 Mendota LLC and Terra Retail Group LLC.

Discussion was held on the number of meetings that the subcommittee will have; the process of the proposed project; how the subcommittee will ultimately decide which business to select to move forward; and whether an alternate member can be selected for the subcommittee.

A motion was made by Mayor Pro Tem Martinez to appoint Mayor Castro and Councilor Riofrio as regular members of the subcommittee and Councilor Mendoza as an alternate member and adopt Resolution No. 20-51, seconded by Councilor Riofrio; unanimously approved (5 ayes).

At 7:52 p.m. Councilor Rosales returned to the dais.

3. Council discussion and consideration of **Resolution No. 20-52**, approving a reimbursement agreement with Firebaugh Canal Water District for the use of well number 3.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report including the agreements that the City has entered in with the Firebaugh Canal Water District (FCWD) since 1990; FCWD utilizing water from well 3 for agricultural purposes; and the terms of the reimbursement agreement, including the length and fees of the lease.

Discussion was held on the quality of water of well 3 and in the area surrounding the City; whether the City can further negotiate the terms of the reimbursement agreement; and whether the Council can view the water quality report for well 3.

A motion was made by Councilor Rosales to table the item for a future meeting, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

4. Council discussion and consideration of **Resolution No. 20-53**, approving a lease agreement extension with the California Department of General Services for the premises located at 655 Quince Street.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report including the provisions of the proposed agreement extension; and the benefits of having Department of Motor Vehicle (DMV) services being provided in the community.

Discussion was held on whether the DMV would increase their service days; and the benefits of having the DMV in the community.

Joshua Garcia – inquired as to the length of time of the proposed agreement; whether there is a possibility of DMV considering moving to a larger building; and issues with parking and customer lines near the DMV.

Discussion was held on the concerns of the community regarding the DMV.

A motion was made by Councilor Riofrio to adopt Resolution No. 20-53, seconded by Councilor Rosales; unanimously approved (5 ayes).

PUBLIC HEARING

1. Public hearing and proposed adoption of **Ordinance No. 20-13**, amending the Mendota Municipal Code to establish a penalty for the possession or use of dangerous or illegal fireworks.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report including the provisions of the proposed ordinance; the item being the second hearing of the item; and the Council's desire to implement a local statute to address the possession or use of dangerous or illegal fireworks; and the ordinance being an additional measure to deter the illegal activity.

Discussion was held on the continued possession or use of dangerous or illegal fireworks in the community.

At 8:12 p.m. Mayor Castro opened the hearing to the public.

Josh Garcia – inquired about the existing penalties for the possession or use of dangerous or illegal fireworks.

Discussion was held on the fines that the police department has issued (at 8:14 p.m. Councilor Riofrio left the Council Chambers); and the continued possession or use of dangerous or illegal fireworks in the community.

At 8:16 p.m. Mayor Castro closed the hearing to the public.

A motion was made by Councilor Rosales to adopt Ordinance No. 20-13, seconded by Mayor Castro; unanimously approved (5 ayes).

2. Public hearing and proposed adoption of **Emergency Ordinance No. 20-14**, amending Chapter 2.44 of Title 2 of the Mendota Municipal Code to provide for administrative fines for violations of state and local orders addressing the COVID-19 pandemic.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report including that the item has the purpose of enforcing state and local orders addressing the COVID-19 pandemic; existing orders not allowing the police department to cite businesses for not enforcing orders issued in response to COVID-19; and the proposed ordinance allowing the police department and code enforcement department to enforce state and local orders.

Discussion was held on whether barbershops can continue operations outdoors; social gatherings that continue to occur throughout the City (at 8:23 p.m. Mayor Castro left the Council Chambers and returned in the same minute); and individuals throughout the community who do not comply with COVID-19 regulations.

At 8:24 p.m. Mayor Castro opened the hearing to the public.

Josh Garcia – stated that church that he attends will not be holding any church services; that he believes that the City should have stricter enforcement measures; individuals who do not comply with state and local orders; and regulations that his church implemented in response to COVID-19.

Discussion was held on individuals not complying with COVID-19 regulations; the need for the police to enforce COVID-19 regulations in a stricter manner; the City's current COVID-19 statistics; and a recent case of car theft.

At 8:32 p.m. Mayor Castro closed the public hearing.

A motion was made by Mayor Pro Tem Martinez to adopt emergency Ordinance No. 20-14, seconded by Councilor Riofrio; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Andreotti provided the monthly report for the Animal Control Department, including the statistics for the department (at 8:32 p.m. Mayor Castro left the Council Chambers).

Discussion was held on how the department addresses injured animals.

Chief Andreotti provided the monthly report for the Code Enforcement Department including the status of the weed abatement process (at 8:34 p.m. Mayor Castro returned to the Council Chambers); stated that he will be meeting with City Manager Gonzalez to discuss open Code Enforcement investigations; and that the department has been in contact with the owner of the trailer park regarding potential improvements.

Discussion was held on whether the Code Enforcement officers enforce COVID-19

regulations; and whether the officers are addressing unlicensed businesses.

Chief Andreotti provided the monthly report for the Police Department, including current COVID-19 statistics for the City; officers being in contact with individuals who have tested positive of COVID-19; a personnel update; and significant cases.

Discussion was held on whether the officers disinfect the area where individuals that have tested positive of COVID-19 have been; issues with individuals speeding throughout the City; and a speed bump that was recently installed.

2. City Attorney

Nothing to report.

3. City Manager

Nothing to report.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Mendoza requested that City staff continue to follow COVID-19 regulations.

Councilor Riofrio stated that Mendota resident Benny Mares had recently passed away.

2. Mayor

Mayor Castro requested that City staff and community members follow COVID-19 regulations; and requested that community members report violations to dispatch.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to CA Government Code §54957.6

Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer

Lekumberry, Director of Administrative Services

Employee Organization: Mendota Police Officers Association

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

CA Government Code § 54957(b)

Title: City Manager

At 8:51 p.m. the Council moved into closed.

At 10:18 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regard to items 1 and 2 of the closed session, there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 10:18 p.m. by Mayor Pro Tem Martinez, seconded by Councilor Riofrio; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
7/14/2020 - 7/22/2020
Check# 47046 - 47104

Date	Check #	Check Amount	Vendor	Department	Description
7/14/2020	47046	\$ 19,224.67	GUTHRIE PETROLEUM, INC.	GENERAL-WATER-SEWER-STREETS	(1581) GALLON DIESEL FUEL CITYWIDE, (6891) GALLON UNLEAD GASOLINE CITYWIDE
7/14/2020	47047	\$ 1,557.60	WESTAMERICA BANK	GENERAL-WATER-SEWER	FINAL LOAN INSTALLMENT-PUBLIC WORKS/UTILITY TRUCKS
7/20/2020	47048	\$ 2,674.12	ACME ROTARY BROOM SERVICE	STREETS	(16) E 5TH SCHWARZE TORNADO GUTTER BROOMS-STREET SWEEPER
7/20/2020	47049	\$ 669.84	AFLAC	GENERAL	AFLAC INSURANCES FOR JULY 2020
7/20/2020	47050	\$ 57.00	ALEX AUTO DIAGNOSTICS	GENERAL	2018 FORD INTERCEPTOR-OIL CHANGE/FILTER M89 PD
7/20/2020	47051	\$ 4,988.80	AMERITAS GROUP	GERERAL	VISION AND DENTAL INSURANCE FOR AUGUST 2020
7/20/2020	47052	\$ 388.36	AMERIPRIDE SERVICES, INC.	GENERAL-WATER-SEWER	UNIFORM RENTALS FOR 7/2/2020, 7/9/2020, 7/16/2020
7/20/2020	47053	\$ 4,699.00	AVIATION MARINE INSURANCE SERVICE	AIRPORT	2020 AIRPORT LIABILITY INSURANCE
7/20/2020	47054	\$ 400.00	BAR PSYCHOLOGICAL GROUP	GERERAL	POST PRE-EMPLOYMENT PSYCH SCREEN E.BARRERA (PD)
7/20/2020	47055	\$ 331.89	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION, MONTHLY WASTEWATER WEEK 2-5
7/20/2020	47056	\$ 151,644.00	CSJVRMA	GENERAL-WATER-SEWER	2020/2021 1ST QUARTER DEPOSITS, WORKERS COMPENSATION PROGRAM, PROPERTY PROGRAM
7/20/2020	47057	\$ 1,494.65	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONE SERVICE 7/6/20-8/5/20
7/20/2020	47058	\$ 474.09	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT JULY 2020
7/20/2020	47059	\$ 489.00	FRESNO COUNCIL OF GOVERNMENTS	GENERAL-WATER-SEWER	FRESNO COG MEMBER DUES 2020-21
7/20/2020	47060	\$ 90.14	CROWN SERVICES, CO.	GENERAL-WATER	TOILET 1XWK 1000 AIRPORT BLVD JULY 2020, TOILET W/SINK 1XWK 1300 2ND ST JULY 2020
7/20/2020	47061	\$ 297.29	DATAMATIC, INC.	WATER	MONTHLY SOFTWARE LICENSE AND SERVICE AUGUST 2020
7/20/2020	47062	\$ 200.00	ECN POLYGRAPH & INVESTIGATIONS	GENERAL	POLYGRAPH F.BARAJAS (PD)
7/20/2020	47063	\$ 83.14	EINERSON'S PREPRESS	GENERAL	(2) BUSINESS CARDS J.GURROLA/E.BARRERA
7/20/2020	47064	\$ 32.09	ID CARDS, INC.	GENERAL	(2) CUSTOM PVC CARD DUAL SIDE (PD) NEW EMPLOYEES
7/20/2020	47065	\$ 155.00	KERWEST NEWSPAPER	GENERAL	LANDSCAPE & LIGHTING #2019-01
7/20/2020	47066	\$ 600.00	LAW & ASSOCIATES	GERERAL	LAW ENFORCEMENT BACKGROUND F.BARAJAS (PD)
7/20/2020	47067	\$ 6,000.00	MOUNTAIN VALLEY ENVIRONMENTAL	WATER-SEWER	AUGUST 2020 CITY WATER TREATMENT/DIST. WW TREAT
7/20/2020	47068	\$ 1,823.11	NORTHSTAR CHEMICAL	WATER	(900) GALLON SODIUM HYPOCHLORITE 12.5%
7/20/2020	47069	\$ 346.40	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICE 559-266-6456 6/26-7/25/2020
7/20/2020	47070	\$ 2,080.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER-STREETS, REFUSE	2020 PLANNING AND PRELIMINARY AUDITS
7/20/2020	47071	\$ 364.92	RAMON'S TIRE & AUTO SERVICE	GENERAL-STREETS	(1) TIRE REPAIR (LEFT TIRE) VEH# 4 STREETS, (1) TIRE REPAIR (RIGHT) VEH 1378411 PARKS (2) TIRES MOUNT/DISPOSAL FORD
7/20/2020	47072	\$ 250.00	RIGHT NOW PHLEBOTOMY	GENERAL	(1) PHLEBOTOMIST 7/8/2020, 7/14/2020
7/20/2020	47073	\$ 290.00	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL BOARD	WATER	20/21 ANNUAL PERMITS 1300 SECOND STREET
7/20/2020	47074	\$ 634.50	THE BUSINESS JOURNAL	STREETS	BID REQUEST BASS AVE BARBOZA STREET
7/20/2020	47075	\$ 537.17	USA BLUEBOOK	GENERAL-WATER	COVID COMMUNICATION SIGNS, (5) SIGNAGE FOR WATER WELLS
7/20/2020	47076	\$ 272.36	OFFICE DEPOT	GENERAL-WATER-SEWER	1-STUTTER STAMP 1-INK 1-NOTE PAD 3-BOX PAPER1-STAMP 6-TISSUE 1-EXTREME NOTES HOLDER
7/20/2020	47077	\$ 599.06	TRIANGLE ROCK PRODUCTS, LLC	STREETS	(9.14) TON ST 1/2 IN TYPE A ASPHALT-AMADOR STREET
7/20/2020	47078	\$ 30.62	AIRGAS USA, LLC	WATER	RENTAL CYL SMALL CARBON DIOXIDE FOR JUNE 2020
7/20/2020	47079	\$ 82.50	BSK ASSOCIATES	SEWER	MONTHLY WASTEWATER WEEK 2-5 4/27/2020
7/20/2020	47080	\$ 154.50	CORELOGIC INFORMATION	GENERA-WATER-SEWER	REALQUEST SERVICES FOR JUNE 2020
7/20/2020	47081	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING JUNE 2020
7/20/2020	47082	\$ 226.00	DEPARTMENT OF JUSTICE	GENERAL	(5) BLOOD ALCOHOL ANALYSIS JUNE 2020 (PD), (1) FINGERPRINT APPS (1) PEACE OFFICER JUNE 2020
7/20/2020	47083	\$ 200.00	ECN POLYGRAPH & INVESTIGATIONS	GENERAL	POLYGRAPH FOR E.BARRERA (PD)

CITY OF MENDOTA
 CASH DISBURSEMENTS
 7/14/2020 - 7/22/2020
 Check# 47046 - 47104

7/20/2020	47084	\$ 11,666.67	FIREBAUGH POLICE	GENERAL-WATER-SEWER	POLICE DEPARTMENT DISPATCH SERVICES JUNE 2020
7/20/2020	47085	\$ 140.60	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR JUNE 2020
7/20/2020	47086	\$ 180.00	INSYARATH, KHAMPHOU	GENERAL	MONTH OF MAY STATISTICS - POLICE DEPARTMENT
7/20/2020	47087	\$ 270.00	J & B AUTO SALES	GENERAL	(1) CLOSER OPEN/CLOSE HOLD (PD)
7/20/2020	47088	\$ 671.53	JON'S FLAGS & POLES INC	GENERAL	(2) CITY FLAGS 5X8
7/20/2020	47089	\$ 217.00	LABORATORY CORPORATION OF AMERICA	GENERAL	LAB ANALYSIS E. BARRERA (PD)
7/20/2020	47090	\$ 149.50	MENDOTA SMOG & REPAIR	GENERAL	2012 FORD F250 OIL CHANGE/R&R STARTER LIC#1378411
7/20/2020	47091	\$ 678.33	METRO UNIFORM	GENERAL	(2) SHIRTS (2) PATCH (1) FLASHLIGHT J.URBIETA (PD), (1) VEST (2) PATCH (2) CHEVRON - C.ESQUEDA (PD)
7/20/2020	47092	\$ 55,583.05	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES FOR JUNE 2020
7/20/2020	47093	\$ 22,774.36	PG&E	GENERAL-WATER-SEWER-STREETS	CITYWIDE UTILITIES SERVICE 6/15/20-7/13/20
7/20/2020	47094	\$ 1,106.00	PRICE, PAIGE & COMPANY	WATER-SEWER-STREETS-REFUSE	CITY ADMIN. AUDIT FEE
7/20/2020	47095	\$ 8.87	QUINN COMPANY	GENERAL	FREIGHT CHARGE FOR INVOICE PC070041455
7/20/2020	47096	\$ 212.44	RED TRIANGLE OIL COMPANY	STREETS	5GAL PAIL 36" SQUEEGEE
7/20/2020	47097	\$ 103.76	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SERVICES JUNE 2020 RUGS,MOPS,CLOTHS
7/20/2020	47098	\$ 479.44	VALLEY FARM SUPPLY STORES INC.	WATER	STIHL LINE TRIMMER-LOOP HDL
7/20/2020	47099	\$ 995.95	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELLPHONE SERVICE 6/7/2020-7/6/2020
7/20/2020	47100	\$ 15,325.40	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-WATER-SEWER	LEGAL SERVICES FOR JUNE 2020; B&B RANCH: COVID-19 RESPONSE
7/20/2020	47101	\$ 694.15	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR JUNE 2020 , TRAILER LIGHT KIT:PAINT ROLLERS STREET SUPPLIES
7/22/2020	47102	\$ 18.25	AG & INDUSTRIAL SUPPLY, INC.	WATER-STREETS	(1) ADAPTER FOR BACKHOE
7/22/2020	47103	\$ 1,740.00	CHETO'S HEATING AND COOLING	WATER	(2) MOTOR (1) THERMOSTAT (7) REFRIGERANT (WTP)
7/22/2020	47104	\$ 680.18	THE HOME DEPOT	GENERAL-WATER-SEWER	HONDA 9" GAS CULTIVATOR; BLINDS; (4) PAPER TOWEL DISPENSERS
		\$ 318,337.30			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PROFESSIONAL CONSTRUCTION PHASE SERVICES FOR THE BASS & BARBOZA
ROUNABOUT PROJECT
DATE: JULY 28, 2020

ISSUE

Shall the City Council adopt Resolution No. 20-57, authorizing the City Manager to retain Provost & Pritchard Consulting Group and BSK Associates for professional construction phase services for the Bass & Barboza Roundabout project?

BACKGROUND

Only July 14, 2020 the City Council adopted Resolution No. 20-49 awarding the construction contract for the Bass & Barboza Roundabout project to Cal Valley Construction, Inc. for \$969,092. Provost & Pritchard, in their role as City Engineer, has been involved with the La Colonia project since its inception and has reviewed the on-site plans as well as the roundabout plans prepared by the developer's engineers. They oversaw the construction of the streets and utilities for La Colonia and they have also prepared the specification book and coordinated with Fresno Council of Governments and Caltrans District Local Assistance for the authorization of Federal Funds to reimburse the City for the roundabout construction contract.

ANALYSIS

Because of Provost & Pritchard's involvement and oversight of the La Colonia development and the associated roundabout thus far, it makes them well qualified to provide the construction management, administration, observation and labor compliance for this project. Provost & Pritchard's proposal estimate is on a time and materials basis under the assumption that the contractor will utilize the entire 130 calendar days (18.5 weeks); should the contractor be able to complete the project in a shorter time frame, Provost & Pritchard will only invoice the City for the time and materials expended.

BSK Associates has provided the necessary compaction testing on several past City street projects and has submitted a proposal for \$25,062 to provide similar testing on this project, also on a time and materials basis.

FISCAL IMPACT

The professional construction phase services will be paid for with local street funds and will not be reimburse by Federal Funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 20-57, authorizing the City Manager to retain the firms of Provost & Pritchard Consulting Group and BSK Associates to provide professional construction phase services for the Bass & Barboza Roundabout project.

Attachment(s):

1. Resolution No. 20-57
2. Exhibit "A" - Contract Amendment from Provost & Pritchard Consulting Group
3. Exhibit "B" - Proposal from BSK Associates

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA RETAINING
PROVOST & PRITCHARD CONSULTING GROUP
AND BSK ASSOCIATES FOR PROFESSIONAL
CONSTRUCTION PHASE SERVICES FOR THE
BASS & BARBOZA ROUNDABOUT PROJECT**

RESOLUTION NO. 20-57

WHEREAS, the City adopted Resolution 20-49 awarding the construction contract for the Bass & Barboza Roundabout project; and

WHEREAS, Provost & Pritchard, as the City Engineer, has reviewed the plans and overseen the construction of the La Colonia development; and

WHEREAS, Provost & Pritchard Consulting Group prepared the project specifications, reviewed the plans for the Bass & Barboza Roundabout (prepared by Peters Engineering Group) and coordinated the authorization of the Federal Funding for the construction of the project; and

WHEREAS, Provost & Pritchard Consulting Group submitted a contract amendment to provide construction management, administration, observation and labor compliance on a time and materials, not to exceed basis for an estimated \$89,600, attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, BSK Associates provided the City with a proposal for construction testing on a time and materials, not to exceed basis for an estimated \$25,062, attached hereto as Exhibit "B" and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota authorizes the City Manager or his designee to execute all documents to retain the firms of Provost & Pritchard Consulting Group and BSK Associates to provide professional construction phase services for the Bass & Barboza Roundabout project.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

Contract Amendment

To:	Cristian Gonzalez, City Manager	Email:	cristian@cityofmendota.com
From:	Michael Osborn, City Engineer	Date:	07/22/2020
Subject:	Bass & Barboza Roundabout Construction Administration & Management		

Comments:

On July 7, 2020, we discussed the need for Provost & Pritchard to perform the following services, related to the Bass & Barboza Roundabout project:

Phase BBRA: Bass & Barboza Roundabout Construction Administration & Management

1. Perform construction administration for the project, including:
 - a. Scheduling and conducting the preconstruction meeting;
 - b. Coordinating with the design engineer and Contractor, as needed;
 - c. Responding to Request(s) for Information (RFIs) from the Contractor (5 RFIs are assumed);
 - d. Reviewing submittals (20 submittals are assumed);
 - e. Reviewing requests for contract change orders (CCOs) (up to 2 CCOs assumed);
 - f. Scheduling of testing;
 - g. Processing of contractor payment requests (4 payment requests assumed);
 - h. Project close out; and
 - i. Coordination with City Staff, MUSD, the developer and emergency services throughout the duration of the project for updates and scheduling.
2. Perform construction observation on a part-time basis, up to 24 hours per week, including travel time. The project duration is assumed to be 130 calendar days (approximately 18.5 weeks). The representative will be onsite regularly but not full-time during construction and will serve as the point of contact for the Contractor. While onsite, the representative will perform construction observation and labor compliance interviews.
3. Prepare Caltrans award package, reimbursement invoices and other associated forms per the Local Assistance Project Manual as this project has received \$877,100 in CMAQ and STBG Federal Funding to pay for the construction of the project.

The services listed above are outside the present scope of construction observation for the La Colonia development. To keep the project moving, we will begin work on the listed tasks as we agreed in our conversation.

We propose to complete the Bass & Barboza Roundabout Construction Administration & Management (Phase BBRA) on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly

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as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of **\$89,600** without additional authorization.

Schedule:

Once we are authorized to proceed, we will move forward with the above scope. Bids were opened on July 7, 2020 and construction is tentatively scheduled to begin on August 10, 2020.

Assumptions:

- Construction will last 130 calendar days (18.5 weeks) per project specifications.
- The City will separately retain BSK & Associates to provide necessary construction testing.

Please sign, date and return to Michael Osborn at Provost & Pritchard Consulting Group by emailing mosborn@ppeng.com


Client:	City of Mendota	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:		By: 
Name/Title:	Cristian Gonzalez City Manager	Name/Title: Heather Bashian, PE Vice President
Date Signed:		Date Signed: July 22, 2020

Exhibit B



550 West Locust Avenue
Fresno CA 93650
P 559.497.2880
F 559.497.2886
www.bskassociates.com

Sent via email: Cristian@CityofMendota.com

July 22, 2020

BSK Proposal CF20-20669

Mr. Cristian Gonzalez
City of Mendota
643 Quince Street
Mendota, California 93640

**SUBJECT: Proposal for Special Inspection and Testing Services
Mendota Bass & Barboza Roundabout
Bass Avenue & Barboza Street
Mendota, California 93640**

Dear Mr. Gonzalez:

We are pleased to submit this proposal to provide Special Inspection and Testing Services for the Mendota Bass & Barboza Roundabout project in Mendota, California.

SCOPE OF SERVICES

Our scope of services for this project includes:

- soils observations and compaction testing
- concrete sampling and testing

BASIS FOR INVOICING

We will charge our services on a time and materials basis in accordance with the hourly rates listed in our *Cost Estimate* below for this prevailing wage project. The hours listed in our Cost Estimate are only estimates. We cannot account for delays of which we have no control, such as, but not limited to retest and reinspections, contractor's schedule, contractor's means and methods, or number of workers on contractor's crew. We will separate retests, reinspections, standby, cancellations, and extra work on our monthly invoices as these may increase our time on the project beyond what we estimated. We will bill our time in 1-hour increments, but a minimum of 3-hours for each trip. Travel time and mileage will be included on a "portal-to-portal" basis from our Fresno Office. We will submit invoices monthly for the work we complete during the invoice period. We will charge for any tests beyond what we have listed in our *Cost Estimate*, in accordance the rates listed in our *2020 BSK Fee Schedule*. To accommodate the construction schedule, we may need to employ subcontract special inspectors. Should we need to employ subcontract special inspectors, we will bill their time on our invoices and charge their time as if they are BSK employees in accordance with the rates listed in our *Cost Estimate*.

Cost Estimate

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	COST
Earthwork					
Compaction Testing	20	6	120	\$122	\$14,640
Sample Pick-up for Curve	1	3	3	\$122	\$366
Concrete					
Concrete Sampling	4	4	16	\$106	\$1,696
Cylinder Pick up	4	2	8	\$106	\$848
	TRIPS	MI/TRIP	MILES	RATE	COST
Mileage	29	85	2465	\$0.88	\$2,169
FIELD SERVICES ESTIMATE					\$19,719
LABORATORY TESTING		FREQUENCY	SETS/UNITS	RATE	COST
Compaction Curves - Site Soils (4" Mold)		1 per material	4	\$232	\$928
Compaction Curves - Site Soils (6" Mold)		1 per material	1	\$247	\$247
Concrete Compression Test (Set of 4 or 5)		1 / 100 yards	4	\$141	\$564
LABORATORY TESTING ESTIMATE					\$1,739
PROJECT MANAGEMENT & ADMINISTRATION			HOURS	RATE	COST
Geotechnical Engineer (Review, support and reporting)			2	\$190	\$380
Project Manager (Field Oversight, Daily Report Review)			8	\$163	\$1,304
Accounting Professional (DIR Reporting)			5	\$114	\$570
Administration (Data Processing, Report Prep., Field Coordination)				7%	\$1,350
ADMINISTRATION ESTIMATE					\$3,604
TOTAL BUDGET ESTIMATE					\$25,062

We based our *Cost Estimate* on the following assumptions and information:

- Field work will occur during normal business hours Monday through Friday;
- A standard workday is 8 hours per day, Monday through Friday including travel time. We will charge 1.5 times the standard hourly rate for working from 8 to 12 hours in one day. If we work more than 12 hours in one day, we will charge 2 times the standard hourly rate;
- Shops and batch plants (if any) are local to Bakersfield, Fresno, or the Jobsite;
- Welding inspections are at a single shop for a single shift;
- The client, contractor, or shop, will provide safe and adequate access to perform testing and inspections;
- project plans and specifications that Provost & Pritchard provided to us dated 4/29/2020; and
- our correspondence with Provost & Pritchard regarding the project.

We will notify you if it appears that the amount of time we spend working on the project may exceed our total budget estimate. However, due to the timing and nature of our services, this may not always be possible. We will make every effort to respond to the needs of your project. To provide the services you need, we request that you, or your authorized representative schedule inspection and testing services at least 48 hours in advance. To avoid show-up charges, please cancel requests for service at least two working hours in advance of our arrival time.



GENERAL CONDITIONS AND LIMITATIONS

We have included a copy of the *Agreement for Construction Materials Engineering and Testing Services* with this proposal and our *General Conditions for Construction Materials Engineering and Testing Services*.

We provide material testing and inspection services to help verify that the work is in conformance with the project documents. These services shall not be construed as acceptance of the work or relieve the contractor in any way from its obligations and responsibilities as outlined in the applicable construction documents. We assume no responsibility for the safety of others on the jobsite or the means and methods of construction.

We will perform our services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided. If changes occur in the design of the project, please notify us in writing.

AUTHORIZATION

If our proposal and general conditions are acceptable, please sign our agreement and return to us. We will countersign the agreement and return a copy to you.

We appreciate the opportunity to work with you on this project. If you have any questions, or require additional information or services, please contact the undersigned at (559) 497-2868.

Sincerely,

BSK Associates



Daniel Palmer Jr
Construction Services Division Manager



Michael Collins
Fresno Branch Manager

DPJ/MC/cc

Enclosures: *Agreement for Construction Materials Engineering and Testing Services*
General Conditions for Construction Materials Engineering & Testing Services



AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2020, is by and between City of Mendota (“Client”) and BSK Associates (“Consultant”).

THE PROJECT is generally described as Mendota Bass & Barboza Roundabout at Bass Avenue & Barboza Street, Mendota, California 93640.

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Construction and Materials Testing Services;
- Consultant’s Scope of Services presented in BSK’s proposal CF20-20669, dated July 22, 2020.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	Client	Consultant
Signature:	_____	_____
Print Name:	_____	Daniel Palmer Jr
Title:	_____	Construction Services Division Manager
Company:	City of Mendota	BSK Associates
Address:	643 Quince Street	550 West Locust Avenue
	Mendota, California 93640	Fresno, California 93650
Date:	_____	_____

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

1. DEFINITIONS

1.1 Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.

1.2 Day(s). Calendar day(s) unless otherwise stated.

1.3 Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.4 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.

1.5 Services. The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.

1.6 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

1.7 Work. The labor, materials, equipment and services of Contractor.

2. SCOPE OF SERVICES

2.1 Services Provided; Independent Contractor. Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.

2.2 Authority of Company. Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

2.3 Referenced Standards. Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

2.4 Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.5 Changes in Scope. Client may request changes in the SCOPE OF SERVICES in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

2.6 Excluded Services. Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorize or instructed Company not to perform.

3. PAYMENTS TO COMPANY

3.1 Basic Services. Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

3.2 Additional Services. Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3 Estimate of Fees. Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

exceed” limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client’s agreement to do so, but is not a guarantee that the Services will be completed for that amount.

3.4 Rates. Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company’s then-current fee structure.

3.5 Prevailing Wages. Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney’s fees.

3.6 Payment Timing; Late Charge. Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

3.7 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. PERFORMANCE STANDARD

4.1 Professional Standards. Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the SCOPE OF SERVICES in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of

Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

4.3 Sample Disposal. Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client’s prior written request and agreement on appropriate compensation.

4.4 Buried Utilities & Structures; Property Restoration. If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

5. CONTRACTOR’S PERFORMANCE

Company is not responsible for Contractor’s means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor’s Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project’s plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

6. CLIENT’S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1 Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.

6.2 Representative. Designate a representative for notices and information pertaining to the Services, communicate Client’s policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

6.3 Information. Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers’ specifications and literature, and any previous test results.

6.4 Project Information. Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which

the Project is located and the Client and/or Owner's interest therein.

7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

9. ALLOCATION OF RISK

9.1 Limitation of Remedy. The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

9.2 Indemnification of Client. Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement. Company's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Company's actual indemnity obligation hereunder.

9.3 Indemnification of Company. Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.

9.4 No Personal Liability. Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.

9.5 Consequential Damages. Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

9.6 Continuing Agreement. The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

10. INSURANCE

10.1 Company's Insurance. If reasonably available, Company will maintain the following coverages:

10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;

10.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000;

10.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

10.1.4 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

10.2 Client's Insurance. As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

10.3 Certificates of Insurance. Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

11. OWNERSHIP AND USE OF DOCUMENTS

11.1 Company Documents. Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

11.2 Client Documents. All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

11.3 Use of Documents. Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

11.3.1 Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

11.3.2 Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

11.4 Electronic Media. Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

11.5 Unauthorized Use. No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

12. SUSPENSION & DELAY; TERMINATION

12.1 Suspension & Delay. Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or

if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.

12.2 Termination for Convenience. Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

12.3 Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

12.4 Payment on Termination. Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES in Exhibit A.

12.5 Force Majeure. In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

13. DISPUTES

13.1 Mediation. All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

13.2 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

13.3 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

14. MISCELLANEOUS

14.1 Assignment and Subcontracts. During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.

14.2 Integration and Severability. This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

14.3 Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

14.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

14.5 Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

14.6 Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

14.7 Precedence. These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.

14.8 Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

End of General Conditions

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: BLACK AVENUE & 5TH STREET RECONSTRUCTION, STPL-5285(019)
DATE: JULY 28, 2020

ISSUE

Shall the City Council adopt Resolution No. 20-58, authorizing the City Manager to release final payment of the retention to Witbro, Inc. dba Seal Rite Paving and Grading, the contractor for the Black Avenue & 5th Street Reconstruction project (Federal Project No. STPL-5285(019)

BACKGROUND

Resolution 19-67 authorized the award of the construction project to Witbro, Inc. dba Seal Rite Paving and Grading (contractor.) This project reconstructed a portion of 5th Street from Oller Street (SR 180) to Quince Street and Black Avenue from Rowe Avenue to Sorensen Avenue. On May 31, 2020 the project was found to be substantially complete and on June 23, 2020 a Notice of Completion was filed with the Fresno County Recorder (Doc 2020-0077276).

Following recordation of the Notice of Completion, a 35-day waiting period commenced during which any stop notices or liens may be filed against the contractor.

ANALYSIS

The project has been substantially complete for over a month. To the best of staff's knowledge, no liens or stop notices have been filed prior to nor during the 35-day waiting period, to date; therefore, payment of the retention may be made in full, assuming no liens or stop notices are filed prior to the close of the 35-day waiting period (July 28, 2020.)

FISCAL IMPACT

Final retainage payment of \$26,107.05 was included in the fee of the awarded contract as well as the approved budget for Fiscal Year 2019-2020. The construction of this project is 100% reimbursable with Federal Funding from the Surface Transportation Block Grant (STBG) Lifeline funds, received through FCOG during what is called the August redistribution. The City was authorized \$697,342.00 and despite the trials of the project, it was completed under budget for a total cost of \$522,141.10. This allows approximately \$175,201 to be added to the City's STBG Lifeline fund balance for future federal-aid street projects.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 20-58, authorizing the City Manager to release final payment of the retention to Witbro, Inc. dba Seal Rite Paving and Grading, the contractor for the Black Avenue & 5th Street Reconstruction project at the close of

the 35-day waiting period, provided that no stop notices or liens are filed with the City during the remainder of the waiting period.

Attachment(s):

1. Resolution No. 20-58

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
PAYMENT OF RETAINAGE TO THE
CONTRACTOR FOR BLACK AVENUE &
5TH STREET RECONSTRUCTION
FEDERAL PROJECT NO. STBL-5285(019)**

RESOLUTION NO. 20-58

WHEREAS, Resolution 19-67 authorized award of the Black Avenue & 5th Street Reconstruction, Federal Project No. STBL-5285(019) to Witbro, Inc. dba Seal Rite Paving and Grading (the "Contractor"); and

WHEREAS, this project was found to be substantially complete on May 31, 2020; and

WHEREAS, the Notice of Completion was filed with the Fresno County Recorder on June 23, 2020 (Doc. No. 2020-0077276); and

WHEREAS, during the required 35-day waiting period no stop notices or liens have been filed to date with the City against the Contractor in relation to this project; and

WHEREAS, payment of the full contract amount including retention was included in the approved budget for Fiscal Year 2019-2020 and is 100% reimbursable through Federal Surface Transportation Block Grant Lifeline funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Manager is hereby authorized to release payment of the retention in the amount of \$26,107.05 to Witbro, Inc. dba Seal Rite Paving and Grading, as final payment for this project, at the close of the 35-day waiting period as long as no stop notices or liens are filed with the City against the Contractor in relation to this project during the remainder of this period.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: DESIGNATION OF VOTING DELEGATES FOR LOCC ANNUAL CONFERENCE
DATE: JULY 28, 2020

ISSUE

Should the City Council adopt Resolution No. 20-54, appointing voting delegates for the League of California Cities' Annual Business Meeting?

BACKGROUND

The League of California Cities requests that each City designate a voting delegate and alternate for its Annual Business Meeting that is held concurrently with the Annual Conference. Due to the ongoing COVID-19 pandemic, this year's conference will be held virtually from October 7-9, 2020. The Annual Business Meeting at which the City's representative is to vote will take place on Friday, October 9th. The League will be providing additional information regarding the conference at a later date.

ANALYSIS

In the past, the City Council has designated the Councilmembers who will be attending in-person as the voting delegates. However, since the event is being held virtually, staff recommends that the Council designate delegates who will participate in the meeting online.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 20-54, appointing voting delegates for the League of California Cities' Annual Business Meeting.

Attachment(s):

1. Resolution No. 20-54

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPOINTING
VOTING DELEGATES FOR THE LEAGUE
OF CALIFORNIA CITIES' ANNUAL
BUSINESS MEETING**

RESOLUTION NO. 20-54

WHEREAS, the League of California Cities ("League") will hold its Annual Conference from October 7-9, 2020; and

WHEREAS, during the Annual Conference, the League will hold its Annual Business Meeting wherein the League will take action on resolutions that establish its policy; and

WHEREAS, due to the ongoing COVID-19 pandemic, this year's Annual Business Meeting will be held virtually on Friday, October 9, 2020; and

WHEREAS, any official casting a vote for a member city must be specifically authorized by the legislative body of that city to do so before casting a vote.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby designates _____ as the Voting Delegate, and _____ and _____ as Alternate Voting Delegates, for representation of the City of Mendota in League matters at the 2020 Annual Business Meeting.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of July, 2020, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONFIRMING THE DIAGRAM AND AUTHORIZING THE LEVYING AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2019-01 FOR FISCAL YEAR 2020-2021
DATE: JULY 28, 2020

ISSUE

Should the City Council adopt Resolution No. 20-55, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for fiscal year 2020-2021?

BACKGROUND

At its regular meeting of July 9, 2019, the City Council adopted Resolution No. 19-48 forming the Landscape and Lighting Maintenance District 2019-01 (LLMD No. 2019-01) to cover the costs for landscape maintenance and park lighting operation and maintenance associated with Tract 6218 (La Colonia).

According to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the “Act”), an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report” (§22566 SHC). The Act also requires that the City Council adopt a resolution of intention declaring its intention to levy and collect the assessments for the LLMD No. 2019-01 and schedule a public hearing to discuss such action.

At its regular meeting of July 14, 2020, the City Council adopted Resolution No. 20-50, which declared its intention to levy and collect the assessments for the LLMD No. 2019-01 for fiscal year 2020-2021 and scheduled a public hearing to consider the issue.

ANALYSIS

The landscape improvements included in LLMD No. 2019-01 have not yet been completed by the developer; completion is pending the construction of the roundabout which is anticipated to occur over the next few months. The park improvements are completed, but they have not yet been accepted by or dedicated to the City. Because of this, the total levy has not changed from last year and the assessment per parcel will remain the same.

The City Manager and City Attorney have reviewed the Engineer’s Report and are satisfied that it meets the requirements of the Act, and it has been filed with the City Clerk as required by the Act. Once the attached resolution is adopted by the City Council, staff will be able to move forward with placing the assessments on the 2020-2021 tax roll.

FISCAL IMPACT

No negative financial impact. The assessment will result in income to the City in excess of \$20,000 per year, which is dedicated to the costs for landscape maintenance and park lighting operation and maintenance within LLMD No. 2019-01.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 20-55, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2021-2021.

Attachment(s):

1. Resolution No. 20-55
2. Exhibit "A" - Engineer's Report for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2020-2021

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONFIRMING
THE DIAGRAM AND AUTHORIZING
THE LEVYING AND COLLECTION OF
ASSESSMENTS FOR LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICT NO.
2019-01 FOR FISCAL YEAR 2020-2021**

RESOLUTION NO. 20-55

WHEREAS, the Landscape and Lighting Act of 1972, California Streets and Highways Code § 22500 *et seq.* (“Act”), allows agencies, including cities, to create landscape and lighting maintenance districts to assess property owners for the cost of maintaining landscaping and operating lighting systems which provide special benefit to the property owners in the District over and above the benefits received by City of Mendota (“City”) residents at large; and

WHEREAS, on July 9, 2019 the City Council adopted resolution 19-48 forming the Landscape and Lighting Maintenance District 2019-01 (“LLMD No. 2019-01”) to accommodate the La Colonia subdivision and fund improvement for landscape maintenance, including center median landscaping, parkway landscaping along the major perimeter street (Bass Avenue), public easement (paseo) landscaping, and neighborhood park open space area landscaping, and supplemental park lighting; and

WHEREAS, in accordance with Streets and Highways Code Section 22587, on July 14, 2020, the City adopted a resolution of intention, Resolution No. 20-50, which accepted the Engineer’s Report for Fiscal Year 2020-2021, declared its intension to levy and collect the assessments for Fiscal Year 2020-2021, and called for a public hearing regarding the levying of the proposed assessment; and

WHEREAS, in accordance with Streets and Highways Code Sections 22552 and 22553 and Government Code Section 6061, the City provided notice of the public hearing to consider the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, State of California, as follows:

1. The City Council hereby determines that the territory within LLMD No. 2019-01, whose boundaries are set forth in the Engineer’s Report for the LLMD No. 2019-01 for fiscal year 2020-2021, and on file with the City Clerk will be the territory benefited by the maintenance and servicing of the improvements described in said Engineer’s Report.

2. The public hearing on said annual levy of assessments for the LLMD No. 2019-01 was held in accordance with law.
3. The Engineer's Report, attached hereto as Exhibit "A", the diagram for LLMD No. 2019-01, and the assessment of the estimated costs of the improvements contained therein, is adopted and approved.
4. The City Council hereby orders the levy and collection of the approved assessments for the fiscal year 2020-2021 pursuant to Streets and Highways Code Section 22500 *et seq.*
5. The City hereby authorizes and directs the City Manager, or his designee, to work with the County of Fresno Assessor to add the approved levies to the 2020-2021 property tax roll.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota

ENGINEER'S REPORT

Landscape and Lighting Maintenance District No. 2019-01

Fiscal Year 2020/2021

July 6, 2020

Prepared for:
City of Mendota

Prepared by:
Provost & Pritchard Consulting Group
286 W. Cromwell Avenue, Fresno 93711

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Report Prepared for:

City of Mendota

643 Quince Street
Mendota, CA 93640

Contact:

Cristian Gonzalez, City Manager

Report Prepared by:

Provost & Pritchard Consulting Group

Michael Osborn, PE
City Engineer
559-449-2700

mosborn@ppeng.com



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1 Introduction

1.1 Background

This report is prepared pursuant to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the “Act”). The Act allows agencies, including cities, to create Landscape and Lighting Maintenance Districts (LLMD) to assess property owners for the cost of maintaining landscaping, and operating lighting systems which provide special benefit to the property owners included in the LLMD which are over and above the benefits received by the City’s residents at large.

In July 2019 the City Council approved the formation of the Landscape and Lighting Maintenance District 2019-01 (LLMD 2019-01) and the levy of assessments to fund the landscape maintenance and the park lighting operation within Tract 6218, “La Colonia”.

Per the Act, an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.” (§22566 SHC)

This Engineer’s report describes LLMD 2019-01, including its boundaries; the properties which are included; the facilities which will be constructed, operated, and/or maintained; the amount proposed for assessment to the benefitting properties; the method proposed for apportionment of the assessment; and the dollar amount of the assessment proposed to be levied on each property within the LLMD. The assessments adopted by the City Council (the Council) must be prepared in accordance with the Act.

The Council must review the Engineer’s Report and may either order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and the assessments proposed to be levied and placed on the County tax roll for the coming fiscal year, the Council would then order the levy and collection of assessments for the fiscal year pursuant to the Act.

For the purposes of the LLMD 2019-01, the proposed operating and maintenance costs associated with the improvements and the benefitting properties have been closely reviewed and evaluated. The method of apportioning costs has been developed to provide an equitable method of calculating the benefit that various properties receive from the improvements. The assessments established for this fiscal year account for the anticipated operating and maintenance expenses for public areas of landscaping and for operation of special landscape and security lighting systems in the areas identified.

LLMD 2019-01 provides a mechanism to annually adjust the assessment to allow the City to keep income closely related to ongoing expense, without having to hold annual public hearings as would otherwise be required. This assessment adjustment mechanism allows the City Council to annually increase the maximum assessment rates by the greater of inflation (based on the Consumer Price Index) or two percent (2%). Should this automatic increase provision become inadequate to keep pace with actual expenses, a new calculation of costs and proposed assessments can be made and new assessment hearings may be held to confirm the increased assessments.

The area which is included in LLMD 2019-01 is shown on the Assessment Diagram in Appendix A. The Assessment Diagram shows the boundary of the LLMD, the areas to be maintained, and all of the properties that are assessed. This Engineer’s Report (“Report”) describes the LLMD, and the proposed assessments for this fiscal year. The maintenance, operation and servicing of the improvements associated with the LLMD that provide a special benefit to the properties in that area tabulated, and each parcel is assessed

proportionately for those costs that are found to be a special benefit to the properties within the LLMD. The budget and assessments are based on the City's estimated cost to provide these services.

LLMDs can include multiple "Benefit Zones," or areas which are assessed for the costs related to differing improvements related to the properties within each zone. This LLMD may be expanded in the future to include additional properties and Benefit Zones, by vote of the City Council. For this fiscal year, LLMD 2019-01 consists of a single Benefit Zone.

1.2 Parcels Included in LLMD 2019-01

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own address and its own Assessor's Parcel Number (APN) as assigned by the Fresno County Assessor's Office. The Fresno County Auditor/Controller uses APNs and specific Fund Numbers to identify properties assessed for Special District Benefit Assessments such as proposed for this LLMD on the property tax roll.

The City Council will review the Engineer's Report and the assessment information will be submitted to the County Auditor/Controller and will be included on the property tax roll for each parcel for this fiscal year.

1.3 Improvements Eligible for Inclusion

While not all of the following are included costs in LLMD 2019-01, the Act defines eligible improvements to mean one or any combination of the following, and any or all could be included in future assessments should the need arise:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;
- Costs associated with any elections held for the approval of a new or increased assessment.

The Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste;
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

2 Description of LLMD 2019-01

LLMD 2019-01 includes the entire boundary of Tract 6218, also known as the La Colonia subdivision. The boundary and layout of the LLMD 2019-01 are shown on the Assessment Diagram in Appendix A. All parcels within the tract are within a single zone of benefit.

Costs included in the proposed assessments include those associated with operations and maintenance of unique landscaping and lighting elements constructed by the developer and dedicated to the City, as described below. All of these are considered to be over and above the level of improvement customarily provided by the City, and therefore provide a special benefit to the property owners within LLMD 2019-01.

2.1 LLMD Purpose and Services Provided

LLMD 2019-01 provides for the ongoing maintenance and operation of landscaping, landscape and security lighting, graffiti abatement and related services within the public spaces located within LLMD 2019-01, as detailed in the sections below.

The costs and assessments set forth in this Report are based upon the City's estimate of the expenses related to the operation and maintenance of the LLMD 2019-01 improvements, including labor, personnel, utilities, equipment, materials, administration and incidental expenses.

Parcels that receive special benefits from the improvements within each Zone share in the cost of the services and improvements associated only with that Zone. For this fiscal year LLMD 2019-01 consists of a single Benefit Zone. The total amount to be assessed within the Zone for the operation and maintenance of the improvements is equitably spread among the benefiting parcels.

2.2 Landscape Maintenance

Landscape maintenance areas within the LLMD 2019-01 include center median landscaping and parkway landscaping along Bass Avenue, the major perimeter street; public easement (paseo) landscaping; and the neighborhood park open space area landscaping. Particular services provided may include, but would not be limited to:

- Fertilizing, cultivating, pruning, and replacing plant materials all landscape improvements within the medians, parkways, entryways, paseos and pocket park open space areas within the LLMD including street trees, turf, ground cover, shrubs, irrigation and drainage systems;
- Weed abatement;
- Painting and repairing of all sound walls, fencing, and necessary appurtenances. These may include but are not limited to shade structures, picnic tables, outdoor grills benches, trash and coal receptacles and similar items;
- Solid waste and litter collection

As noted above, LLMD 2019-01 includes only a single Benefit Zone. If additional areas are added to LLMD 2019-01 in the future, each area would be counted as a distinct and separate Benefit Zone. Improvements which would be operated and maintained may vary from zone to zone.

Landscape improvements within LLMD 2019-01 will be maintained and serviced on a regular basis. The frequency and specific maintenance and operations required within LLMD 2019-01 and each Benefit Zone will be determined weekly by City staff. The net costs associated with the improvements will be equitably spread to parcels proportionately according to the special benefits received.

2.3 Lighting Operation and Maintenance

LLMD 2019-01 includes supplemental lighting in the Park area. Cost for operation and maintenance of this light are included in the initial assessment. These costs include:

- Electrical power
- Lamp and LED replacement
- Graffiti removal and/or painting
- Replacement of broken or damaged parts

No other lighting improvements are included in LLMD 2019-01 at this time. As additional Benefit Zones are added, the costs of operating and maintaining the full variety of supplemental lighting improvements within those new Benefit Zones may be assessed to properties within those zones.

3 Method of Assessment

Pursuant to the Act, the costs incurred by the LLMD may be apportioned by any formula or method which fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each parcel from the assessed improvements. In order to accomplish this requirement, the formula used for calculating special benefits within the LLMD must reflect the land use composition of the parcels, the types of improvements being operated, and the maintenance and operations services provided.

The City must identify all parcels which have special benefits conferred upon them and which are to be assessed, in relationship to the entirety of the public improvement and the maintenance and operation expenses being provided.

3.1 Benefit Analysis

In conjunction with the provisions of the Act, the California Constitution, in Article XIIIID, defines a number of terms which are essential to an acceptable and equitable levy of assessments:

Section 2d defines “District” as follows:

“an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property related service.”

Section 2i defines “Special Benefit” as follows:

“a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute “special benefit.”

Section 4a defines “Proportional Special Benefit Assessments” as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

3.2 Potential Special Benefits of Landscaping Improvements

The special benefits of additional landscaping within the LLMD boundaries include:

- Enhanced aesthetic environment
- Additional greenspace and shade within the tract
- Enhanced home values due to increase in overall greenspace within the development.
- Enhanced home values due to increased attractiveness of entrance frontage and entrance road median

3.3 Potential Special Benefits of Special Lighting Improvements

The potential benefits of special landscape and lighting within the boundaries of the LLMD include:

- Convenience, safety, and security of property, improvements, and goods
- Improvement of usability of greenspace areas
- Enhanced deterrence of crime and the aid to police protection
- Improved ability of pedestrians to see potential obstacles

3.4 Assessment Methodology

Each parcel in LLMD 2019-01 is assigned a weighting factor known as an Assessment Unit (AU) to identify the parcel's proportionate special benefit from specific improvements. Each parcel's AU is calculated based on the parcel's land use, development status and/or size as compared to other parcels within the LLMD, as determined to be appropriate for each type of expense.

A typical single-family residential property will be assigned an AU of 1.00, and all other property types will be assigned an AU proportionate to the special benefits they receive as compared to this single-family residential property.

The total number of Assessment Units in each Zone will then be divided into the total dollar amount to be assessed (also known as the Balance to Levy, a term defined in the Act) to establish the Levy per AU (the Assessment Rate). The Assessment Rate will then be multiplied by the parcel's AU to establish the parcel's Levy Amount.

Put mathematically, the formulas for the method of apportionment will be as follows:

$$\text{Total Balance to Levy} / \text{Total AU in Zone} = \text{Levy per AU (Rate)}$$

$$\text{Levy per AU (Rate)} \times \text{Parcel's Calculated AU} = \text{Parcel's Levy Amount}$$

LLMD 2019-01 provides for operation and maintenance of improvements that enhance the presentation, aesthetics and public safety aspects of the included properties. These improvements will directly benefit the parcels to be assessed within the LLMD 2019-01. The assessments and method of apportionment are based on the premise that the assessments will be used to operate and maintain landscape and lighting improvements within LLMD 2019-01, and that the assessment revenues generated by LLMD 2019-01 will be used solely for such purposes. This reports finds the following:

- The costs of operation and maintenance of the proposed improvements have been identified and allocated to properties within LLMD 2019-01 based on a determined special benefit.
- The LLMD improvements are not required nor necessarily desired by any properties or developments outside the LLMD 2019-01 boundary. Therefore, any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside LLMD 2019-01 or to the public at large.
- The LLMD improvements, associated costs and assessments are localized, and the construction and installation of the improvements are only necessary for the development of properties within LLMD 2019-01.

- The improvements provided by LLMD 2019-01 and for which properties will be assessed have been identified as an essential component and local amenity that provide a direct reflection and extension of the properties within LLMD 2019-01.
- The method of assessment set forth in this Report assumes that each assessed property receives special benefits from the landscape and lighting improvements within LLMD 2019-01, over and above any general community benefit.
- The assessment obligation for each parcel reflects that parcel's proportional share of special benefits as compared to other properties within LLMD 2019-01.
- Pursuant to the provisions of the Act, the improvements and the associated costs described in this Report have been carefully reviewed and have been allocated proportionally to properties within LLMD 2019-01.

Every parcel within LLMD 2019-01 has a land use classification based on the City's designation. While primary land use classification (i.e., Residential versus Non-Residential) can be a factor appropriate to help identify the special benefits conveyed to each property within a LLMD, it is not a factor used here since all properties carry the same residential land use classification.

Because landscape improvements associated with residential properties are usually located on the perimeter of a residential subdivision, or serve the needs of properties located within reasonable walking distance thereof, landscape improvements are typically associated with the entire development and are considered to provide substantially similar and equal benefits to each residential unit. Therefore, all residential properties are assigned 1.00 AU per unit as their proportional allocation of the landscape improvement costs whether a residential unit has been constructed or merely approved for development.

Similarly, for a typical residential tract development with landscaping and/or supplemental lighting within and adjacent to the development, the benefit to each residential property is reasonably equal and each residential parcel is assigned 1.00 AU.

No parcels in the City of Mendota are assessed for standard street lighting, and the same holds true here.

3.5 Annual Adjustments to Assessments

Most operations and maintenance budget items are typically impacted by inflation. Generally, any new or increased assessments to offset these increased costs require certain noticing, meeting, and balloting requirements by law. However, Government Code Section 54954.6(o) provides that a "new or increased assessment" does not include "an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition of an increased assessment was later confirmed by Senate Bill 919 (the Implementing Legislation for Proposition 218). The following describes the assessment adjustment formula to be applied within LLMD 2019-01:

The maximum assessment amount allowed for each fiscal year may be increased in an amount equal to the greater of: (1) two percent (2.0%), or (2) the percentage increase of the Local Consumer Price Index (CPI). The Consumer Price Index to be applied is for the West Region for All Urban Consumers, as developed by U.S. Bureau of Labor Statistics.

Each fiscal year the City shall compute the percentage difference between the CPI on January 1, and the CPI for the previous January 1, or a similar 12-month time period. This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such

index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

In the event that the City Council determines that the maximum inflation adjustment allowed to the assessments is not required for a given fiscal year, the City Council may adopt an assessment less than the allowable maximum assessment for that year. If the budget and assessments for the LLMD or any Zone requires an increase greater than the adjustment set forth in the formula in order to maintain solvency and cash flow within the LLMD or Zone, the proposed larger increase could be implemented but would be subject to majority protest by the property owners subject to the increased assessment.

3.6 LLMD Budget for Maintenance and Operations

The following tables provide summaries of the Landscape and Lighting Maintenance Operation budgets for LLMD 2019-01. These tables identify the costs and assessment rates applied to each Assessment Unit within the initial single Zone that will be necessary to cover the costs and expenses of operating and maintaining the improvements that provide special benefits to properties within LLMD 2019-01.

The improvements within LLMD 2019-01 are either not yet completed by the developer or have not been accepted and dedicated to the City; however, this is expected to occur this year. Therefore, the costs and assessment remain the same for this fiscal year as they did for the initial fiscal year (Fiscal Year 2019/2020).

Table 3-1 presents the budget for landscape maintenance over the first year of operation.

Table 3-1 Landscape Maintenance Budget

Direct Costs	
Contract Landscape Maintenance	\$ 18,326
City Water	\$ 500
City Labor (Streets)	\$ 912
Maintain Park Appertenances	\$ 900
Administration Costs	
City Cost Allocation	\$ 1,000
Balance to Levy	\$ 21,638
Calculation of Assessments	
Number of Parcels Assessed	85
Total Equivalent Benefit Units	85
Levy per AU	\$ 254.56
Maximum Levy per AU, 2020/2021	\$ 254.56

Table 3-2, on the following page, presents the budget for lighting maintenance and operation over the first year of operation.

Table 3-2 Lighting Maintenance Budget

Direct Costs	
Park Light Electricity	\$ 30
Park Light Maintenance	\$ 100
Balance to Levy	\$ 130
Calculation of Assessments	
Number of Parcels Assessed	85
Total Equivalent Benefit Units	85
Levy per AU	\$ 1.53
Maximum Levy per AU, 2020/2021	\$ 1.53

Appendix A

Assessment Diagram

The attached Assessment Diagram shows the boundary of LLMD 2019-01 and all of the parcels included within that boundary. All of the residential parcels are included on the Assessment Roll, which appears as Appendix B. The non-residential and public benefit parcels are not included in the allocation of LLMD costs.



LANDSCAPE MAINTENANCE AREA

XX LOT NUMBER
XX STREET NUMBER



CITY OF MENDOTA
LANDSCAPE & LIGHTING MAINTENANCE DISTRICT 2019-01
APPENDIX A-ASSESSMENT DIAGRAM

DESIGN ENGINEER:
DATE: 03/2019
JOB NO:
SHEET OF

Appendix B

LLMD 2019-01 Assessment Roll

An Assessment Roll (a listing of all parcels assessed within LLMD 2019-01 and the amount of their assessment) has been filed with the City Clerk and is, by reference, made part of this Report. The assessment roll will be available for public inspection in the City Clerk's Office during normal City of Mendota office hours.

The Assessment Roll reflects all properties currently identified within LLMD 2019-01 and their proposed assessment amount(s) for this fiscal year. Each lot or parcel listed on the assessment roll is or will be shown and illustrated on the County Assessor's Roll and has been or will be assigned a County Assessor's Parcel Number. These records are, by reference, made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County securing the roll and generating tax bills for this fiscal year.

City of Mendota
Landscape & Lighting Maintenance District No. 2019-01

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2020/2021

Total Amount to be Assessed:	Landscape:	\$ 21,638.00
	Lighting:	\$ 130.00
	Total Levy:	\$ 21,768.00

Tract 6218				Fiscal Year Levy		
Lot No.	APN	Address	Assigned AU	Landscape	Lighting	Total
1	013 - 442 - 01	107 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
2	013 - 442 - 02	105 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
3	013 - 442 - 03	103 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
4	013 - 442 - 04	101 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
5	013 - 442 - 05	200 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
6	013 - 442 - 06	202 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
7	013 - 442 - 07	204 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
8	013 - 442 - 08	206 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
9	013 - 442 - 09	208 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
10	013 - 442 - 10	210 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
11	013 - 442 - 11	212 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
12	013 - 442 - 12	214 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
14	013 - 442 - 13	216 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
15	013 - 442 - 14	218 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
16	013 - 452 - 01	220 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
17	013 - 452 - 02	222 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
18	013 - 452 - 03	224 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
19	013 - 452 - 04	226 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
20	013 - 452 - 05	228 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
21	013 - 452 - 06	230 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
22	013 - 452 - 07	232 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
23	013 - 452 - 08	234 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
24	013 - 452 - 09	236 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
25	013 - 452 - 10	238 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
26	013 - 452 - 11	240 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
27	013 - 452 - 12	400 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
28	013 - 452 - 13	402 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
29	013 - 452 - 14	404 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
30	013 - 452 - 15	406 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
31	013 - 452 - 16	408 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
32	013 - 452 - 17	410 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
33	013 - 452 - 18	412 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
34	013 - 452 - 19	414 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
35	013 - 452 - 20	416 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
36	013 - 441 - 01	419 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
37	013 - 441 - 02	417 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
38	013 - 441 - 03	415 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
39	013 - 441 - 04	413 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
40	013 - 441 - 05	411 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
41	013 - 441 - 06	409 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
42	013 - 441 - 07	407 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
43	013 - 451 - 01	405 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
44	013 - 451 - 02	403 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
45	013 - 451 - 03	401 Mendoza Court	1.0	\$ 254.56	\$ 1.53	\$ 256.09
46	013 - 451 - 04	330 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09

**City of Mendota
Landscape & Lighting Maintenance District No. 2019-01**

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2020/2021

Total Amount to be Assessed:	Landscape:	\$	21,638.00
	Lighting:	\$	130.00
	Total Levy:	\$	21,768.00

Tract 6218				Fiscal Year Levy		
Lot No.	APN	Address	Assigned AU	Landscape	Lighting	Total
47	013 - 451 - 05	332 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
48	013 - 451 - 06	334 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
49	013 - 441 - 08	336 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
50	013 - 441 - 09	338 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
51	013 - 441 - 10	340 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
52	013 - 441 - 11	342 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
53	013 - 441 - 12	344 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
54	013 - 441 - 13	346 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
55	013 - 441 - 14	348 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
56	013 - 441 - 15	350 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
57	013 - 441 - 16	129 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
58	013 - 441 - 17	127 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
59	013 - 441 - 18	125 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
60	013 - 441 - 19	123 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
61	013 - 441 - 20	121 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
62	013 - 441 - 21	119 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
63	013 - 441 - 22	117 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
64	013 - 441 - 23	115 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
65	013 - 441 - 24	113 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
66	013 - 441 - 25	111 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
67	013 - 441 - 26	109 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
68	013 - 443 - 19	108 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
69	013 - 443 - 18	110 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
70	013 - 443 - 17	112 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
71	013 - 443 - 16	114 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
72	013 - 443 - 15	116 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
73	013 - 443 - 14	118 Ramirez Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
74	013 - 443 - 13	343 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
75	013 - 443 - 12	341 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
76	013 - 443 - 11	339 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
77	013 - 443 - 10	337 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
78	013 - 443 - 09	335 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
79	013 - 443 - 08	333 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
80	013 - 443 - 07	331 Rosales Lane	1.0	\$ 254.56	\$ 1.53	\$ 256.09
81	013 - 443 - 06	225 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
82	013 - 443 - 05	223 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
83	013 - 443 - 04	221 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
84	013 - 443 - 03	219 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
85	013 - 443 - 02	217 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
86	013 - 443 - 01	215 Lua Ave	1.0	\$ 254.56	\$ 1.53	\$ 256.09
Total Levy:				\$ 21,638.00	\$ 130.00	\$ 21,768.00

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KEVIN SMITH, INTERIM CHIEF OF POLICE
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: 2020 WEED ABATEMENT ASSESSMENTS
DATE: JULY 28, 2020

ISSUE

Should the City Council adopt Resolution No. 20-56, authorizing the placement of special assessments on the 2020-2021 tax roll for 2020 nuisance abatement costs?

BACKGROUND

City of Mendota Code Enforcement has performed abatements on properties within the City with weeds on them constituting a public nuisance. A total of 4 properties were forcibly abated.

Following a first “initial” notice and a second “courtesy” notice, properties were checked for compliance, and if they still failed were informed that if they did not comply, the City would proceed with a forced abatement. While some property owners abated the nuisance on their own, those that did not do so were forcefully abated by a private contractor hired by the City.

ANALYSIS

The attached resolution includes the cost that will be assessed to each parcel to recover City costs incurred through abatement proceedings. The Cost Report and Summary attached to the resolution was submitted and filed with the City Clerk. All detected properties were abated before the 4th of July holiday in order to decrease the risk of a destructive fire on those properties. This is what is being considered by Council to be added to the 2020 tax rolls.

In accordance with the Mendota Municipal Code, a notice of this public hearing was posted on each property and mailed to each property owner impacted. The notice of the public hearing was also posted on the kiosk outside City Hall. Letters were also mailed out to the property owners detailing the amount that is owed, notifying them that they have the ability to pay the abatement costs prior to the assessment and that they also have the right to submit a written or oral protest before or during the public hearing at this Council meeting.

Staff recommends that the City Council discuss the item, invite members of the public to comment on the matter, and consider the attached resolution for adoption. Once the City Council adopts the resolution, staff will be able to move forward with placing the abatement assessments on the 2020-2021 tax roll. Each property owner will have the corresponding amount described in the Cost Report and Summary levied on their upcoming property tax bill and will be required to remit payment.

FISCAL IMPACT

Approximately \$7,968.48 spent to abate, which will be recovered by assessing the property owners on their property tax bills.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 20-56, authorizing the placement of special assessments on the 2020-2021 tax roll for 2020 nuisance abatement costs.

Attachment(s):

1. Resolution No. 20-56
2. Exhibit "A" – Cost Report and Summary

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE PLACEMENT OF SPECIAL ASSESSMENTS
ON THE 2020-2021 TAX ROLL FOR 2020
NUISANCE ABATEMENT COSTS**

RESOLUTION NO. 20-56

WHEREAS, the City of Mendota, pursuant to Mendota Municipal Code (“MMC”) Chapter 8.20, served due process to property owners to abate nuisances on their properties; and

WHEREAS, weed abatement notices were posted and/or mailed to the property owners as required under the MMC; and

WHEREAS, the property owners failed to abate nuisances on their properties after receiving notice by the City ordering them to do so; and

WHEREAS, thereafter, the City forcibly abated the respective nuisances in compliance with the applicable California Civil Code requirements and MMC Section 8.20.080, which entitles the City to reimbursement for said costs, which are not based on property valuation; and

WHEREAS, notices were provided to the property owners informing them that they could protest or object to the Cost Report and Account to the City Council at a public hearing held on July 28,2020; and

WHEREAS, the City Council of the City of Mendota conducted said public hearing on July 28, 2020, and, upon conclusion of the hearing, by motion allowed or overruled any or all objections.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota, hereby approves the following costs (as reflected in the Cost Report & Account) attached hereto as Exhibit “A” and authorizes the placement of the expense of said abatement on the tax roll, as provided in MMC Section 8.20.130, of each individual parcel as an assessment to be collected on the annual tax assessment bill as follows:

<u>APN</u>	<u>FEE</u>
013-152-02	\$1,583.37
013-162-02s	\$2,563.37
013-086-19	\$995.00
013-086-18	\$410.00

BE IT FURTHER RESOLVED, that the abated weeds, grasses, dead trees, dead shrubs, and waste matter constitute a public nuisance, and on that basis were abated by the City in accordance with Chapter 8.20 of the Mendota Municipal Code.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota
2020 Weed Abatement
Cost Report and Account Summary

Exhibit A

1. APN Number: 013-152-02

Fees:	Types	
Tractor Disking	A	\$300.00
Mobilization	A	\$0.00
Manual Labor	A	\$220.00
Debris Remediation	A	\$75.00
Administrative Fee	A	\$150.00
Legal Assessment Fee	A	\$713.47
Code Enforcement Fees	A	\$120.00
Miscellaneous Fees Per Parcel	B	\$225.00
Total:		\$1,583.37

2. APN Number: 013-162-02s

Tractor Disking	A	\$1,280.00
Mobilization	A	\$0.00
Manual Labor	A	\$0.00
Debris Remediation	A	\$75.00
Administrative Fee	A	\$150.00
Legal Assessment Fee	A	\$713.37
Code Enforcement Fees	A	\$120.00
Miscellaneous Fees Per Parcel	B	\$225.00
Total:		\$2,563.37

3. APN NUMBER: 013-086-19

697 S Kate St.

Tractor Disking	A	\$920.00
Mobilization	A	\$109.00
Manual Labor	A	\$128.00
Debris Remediation	A	\$75.00
Administrative Fee	A	\$150.00
Legal Assessment Fee	A	\$930.17
Code Enforcement Fees	A	\$120.00
Miscellaneous Fees Per Parcel	B	\$225.00
Total:		\$2,203.37

City of Mendota
2020 Weed Abatement
Cost Report and Account Summary

4. APN NUMBER: 013-086-18	661 S Kate St	
Tractor Disking	A	\$280.00
Mobilization	A	\$109.00
Manual Labor	A	\$128.00
Debris Remediation	A	\$75.00
Administrative Fee	A	\$150.00
Legal Assessment Fee	A	\$930.17
Code Enforcement Fees	A	\$120.00
Miscellaneous Fees Per Parcel	B	\$225.00
Trash Removal Dump Fee	A	\$55.00
Total:		\$ 1,618.37

Grand Total of Assessments: \$7,968.48

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: JULY 28, 2020

GRANTS UPDATE

- County of Fresno, Urban Community Development Block Grant Program – Staff is working on the application for FY 21/22 for the CDBG Program. We need to submit an application to County of Fresno by July 31, 2020. The City anticipates utilizing these funds for the Phase III of the Rojas-Pierce Park Expansion Project.
- County of Fresno, Urban Community Development Block Grant Program for Eligible Activities to Support Coronavirus and Other Infectious Disease Response – Staff submitted an application and a guideline flyer for the broadband/internet connectivity. County of Fresno will need to approve our application and guideline flyer before starting the program. This program will allow the City to pay up to (3) months of broadband/internet service for qualifying applicants. The City will be in partnering with the Office of Community and Economic Development, located at California State University, Fresno to implement the program.
- FEMA-4482-DR-CA California Covid-19 Pandemic – Staff is in the process of submitting for reimbursement.
- San Joaquin Valley Air Control District, Public Benefits Grants Program, New Alternative Fuel Vehicle Purchase – The grant funding has been approved. However, we are using grant funding from the USDA to help with purchasing (2) Ford Explorers Interceptors. Staff is working on completing requests submitted by the USDA.
- California State Water Resources Control Board – Staff submitted a quarterly report on July 1, 2020. Staff is working on drafting an RFP to get the meter installed for this grant. The total project funding is \$3,074,561.00. The grant portion of funding is \$2,724,912.00.
- 2019-20 Congestion Mitigation and Air Quality Improvement Program (CMAQ) – Michael Osborn with Provost & Pritchard has applied for funding to pave unpaved alleys in the northeast side of Mendota. This project will reduce pollution and overall dust levels affecting the residents of the City. The City of Mendota was rewarded partial funding and approved for \$458,304.00. We requested \$1,183,432.00. Based on our approved funding, the City will have a match of \$52,567.47.
- Office of Traffic Safety (OTS) Grant – The City of Mendota is responding to a request from OTS. As part of the grant requirements, the City will have to enter a Memorandum of Understanding with CAL Fire/Fresno County Fire – Mendota Station #96 to identify the roles and responsibilities of each party relating to the purchase of fire equipment.
- Statewide Park Development and Community Revitalization Program (SPP) – The California Department of Parks and Recreation has released funding for Round 4 (Final). The deadline is

December 14, 2020. Staff is working on drafting a timeline to complete community participation. Staff intends to submit (3) applications.

- Airport CAREs Grant – City received a \$1,000.00 grant as part of the CARES act. Staff is waiting for registration information to submit reimbursements for the grant.
- Coronavirus Relief Funds – Department of Finance is administering funding through the Federal CARES act. The City of Mendota has been allocated \$154,512.00. This funding is new and restrictions on uses is in the process of being drafted.
- Tobacco Grant Program – Staff is working on a grant application for the Tobacco Grant Program. This will be a second submittal. Our first application was not approved. Staff will be seeking letters of recommendations from the Fresno County Health Department and our local representatives.

Attachments:

Grants Spreadsheet

Grant Information

Grant Name	Application Due Date	Award Date	Agency: Federal/State/County/ Private	Pass-thru	Matching	Award Amount	Purpose of Grant	Notes	Comments by Council or Staff
Statewide Park Development and Community Revitalization Program (SPP)	12/14/2020	TBD	State	N	N	Maximum \$8,500,000	1) Community Center - Rojas-Pierce Park; 2) Fitness Court - Veterans Park; 3) Renovation - Pool Park		
Tobacco Grant Program	8/7/2020	TBD	State	N	N	TBD	Add new tobacco language to our municipal code for enforcement; overtime for educational awareness to local vendors.		
Coronavirus Relief Funds (CRF)	10/1/2020	TBD	State	N	N	\$ 154,512.00	Expenditures incurred for COVID-19 - Use funds for Police Department MDT's		
FEMA-4482-DR-CA	TBD	TBD	State	N	Y	TBD	Expenditures incurred for COVID-19	25% match	
CDGB -Coronavirus and Other	TBD	7/1/2020	County	N	N	\$ 104,796.00	Fire Department Equipment & Broadband for Mendota Residents		
Rubberized Pavement Grant Program	10/3/2021	12/31/2021	State	N	N	up to \$350,000	City-wide street projects for FY 21/22		
Urban Flood Protection Grant Program	TBD	TBD	State	N	N	\$ 4,500,000.00	Removal and replacement of undersized and critically damaged storm drain from 8th Street southeasterly past 10th Street to an existing ditch.		
Urban Community Development Block	7/31/2020	7/1/2021	County	N	N	\$ 150,000.00	Phase III Rojas-Pierce Park Expansion Project		
Community Facilities Grant	7/1/2020	8/1/2020	Federal	N	Y	\$ 50,000.00	Purchase (2) Police Explorers, upfit and equipment. This grant is in conjunction with the New Alternative Fuel Vehicle Purchase Grant.	USDA	
New Alternative Fuel Vehicle Purchase	6/22/2020	TBD	Local	N	N	Up to \$20,000 per vehicle			
CARES Act Airport Grant	6/18/2020	TBD	Federal	N	N	\$ 1,000.00	Reimburse operational and maintenance expenses or debt service payments for the William Robert Johnston Municipal Airport		
COPS Hiring Program	3/11/2020	10/1/2020	Federal	N	Y	\$ 125,000.00	Hire (1) Full-time Police Officer for 3 years.	25% match	
Office of Traffic Safety Grants	1/30/2020	10/1/2020	State	N	N	\$ 81,527.00	DUI Saturations, Traffic Enforcements, Car Seat Installation/Giveaway Event, Emergency Medical Services for the Fire Department	We received 2/3 grants applied. Car Seat Installation was not approved.	
Fresno COG 2019-2020 CMAQ	1/1/2020	5/1/2020	Federal	Y	Y	\$ 458,304.00	Alley Paving Project for 7U & 7U1 (near Unida/Belmont/Derrick) and about 1/3 of the alleys on the eastside.	11.47% match	
SB 2 Planning Grant Program	12/20/2019	6/1/2020	State	N	N	up to \$160,000	Update planning documents and processes of housing approvals/production		
New Alternative Fuel Vehicle Purchase	12/20/2019	6/1/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Public Works/Utilities Trades Vehicle & (2) Police Explorers Interceptors Vehicles	(2) Police Explorers Vehicles to be paid with funding from USDA	
Beverage Container Recycling City/County Payment Program	12/17/2019	2/28/2020	State	N	N	\$ 5,000.00	Billboard Advertisement and Radio Advertisement to promote beverage container recycling.	If you don't expend the full \$5,000.00, you must repay CalRecycle.	
Automatic Meter Read Construction		10/21/2019	State	N	Y	\$ 3,074,561.00	Install City-wide Automatic Meter Reading Meters	Grant Componet \$2,724,912.00	
Access to Historical Records: Archival Projects	10/3/2019	7/1/2020	Federal	N	Y	\$ 95,907.00	Digitize public records and make freely available online		
National Fitness Campaign 2020	8/1/2019	10/1/2020	Private	N	Y	\$ 30,000.00	Outdoor Fitness Court	If the City wishes to pursue this grant, we would need to match \$100,000.00.	
Urban Community Development Block	7/31/2019	7/1/2020	County	N	N	\$ 150,000.00	Phase II Rojas-Pierce Park Expansion Project		
California Aid to Airports Program	7/31/2019	10/31/2019	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport		
Urban County Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 6,969.92	Rojas-Pierce Park Expansion	One-time basis	
Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 177,952.00	Rojas-Pierce Park Expansion	One-time basis	
Key: Applied for Grants									
In process									
Approved									
Denied									

Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer

Subject: City Engineer's Report to City Council

Date: July 22, 2020

Engineering Projects:

1. Rojas Pierce Park:
 - *90-day landscape maintenance period closes on July 30, 2020*
 - *Grass has been filling in, contractor is committed leaving a good turf*
2. Black & 5th Reconstruction:
 - *Invoiced Caltrans for reimbursement from STBG funds*
3. Lozano & SR 33 Restriping:
 - *Bids were solicited using the newly adopted CUCCAC process*
 - *A bid was received and opened on 7/7/20 for \$15,500 (EOPCC \$15,000)*
 - *NTP tentatively 8/3/20, pending Caltrans Encroachment Permit*
4. Bass & Barboza Roundabout:
 - *Bids opened on 7/7/20 and Contract awarded to Cal Valley Construction on 7/14/20 for \$969,092 (EOPCC \$848,574.65)*
 - *Working with Contractor, FCOG & Caltrans to lower cost or add federal funds*
 - *Preconstruction meeting is 7/23/20*
 - *NTP tentatively 8/4/20*
5. Mowry Bridge Replacement Project (MBRP):
 - *Bids due 7/24/20 (EOPCC \$4.5 million)*
 - *NTP tentatively 9/14/20*
6. Well 10 and Water Main Relocation
 - *On hold pending MBRP bid results*
7. Mendota Meter Reading Project
 - *Data collection kicked-off in July*
 - *Construction in Spring of 2021*
8. Citywide RRXG Improvements:
 - *STBG funded, RFP for design services in August*
9. MJHS Safe Routes to School Project:
 - *ATP funded, RFA for design phase in October, RFP in November*
10. Safe Routes to School Master Plan
 - *RFA for report preparation in October, RFP in November*

Planning Projects

1. Housing Element Annual Progress Report
2. Mendota Farm Labor Apartments Relocation Plan

Grant Applications:

1. Mendota Stormwater Improvement Project
 - EOPCC \$4.2 million
 - Prop 68 Urban Flood Protection Grant Program
 - Application submitted on 6/15/20
 - Prop 1 Storm Water Grant Program, Round 2
 - Application submitted on 7/1/20
2. CMAQ Alley Paving
 - Awarded \$483,000 funding from competitive FCOG solicitation;
 - Coordinating with FCOG to program reduced scope on FTIP
3. Local Early Action Planning (LEAP) funding
 - \$65,000 to provide diagnostic analysis of existing water and sewer infrastructure deadline postponed from July 1, 2020 until January 2021

Development Projects:

1. CES Mendota
 - Initial meetings with applicant
2. Belmont Estates
 - Tentative map review & CEQA continuing

On-going (this month):

1. SB1 project list annual submitted on July 15th
2. ATP & SB1 quarterly project reporting on July 15th
3. Representation of the City at FCOG TTC meetings
4. Representation of the City and Westside Cities at FCOG RTP/SCS roundtable

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

- Engineers: 4
- Surveyors: 0
- Planners: 5
- Environmental Specialist: 2
- GIS/CAD Specialists: 2
- Construction Manager: 0
- Project Administrator: 2

Abbreviations:

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

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