



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

ROLANDO CASTRO  
Mayor

VICTOR MARTINEZ  
Mayor Pro Tempore

JESSE MENDOZA

OSCAR ROSALES

ROBERT SILVA

## AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting  
CITY COUNCIL CHAMBERS

643 QUINCE STREET

February 13, 2018

6:00 PM

VINCE DiMAGGIO  
City Manager

JOHN KINSEY  
City Attorney

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

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

### CALL TO ORDER

### ROLL CALL

### FLAG SALUTE

### INVOCATION

### FINALIZE THE AGENDA

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

### PRESENTATION

1. Davena Witcher to provide an update on the Alliance for Medical Outreach & Relief project.
2. Steve Hair to present the proposed conceptual design for a Bass Avenue subdivision.

### 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 January 23, 2018, and the special City Council meeting of January 30, 2018.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

## CONSENT CALENDAR

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

1. JANUARY 18, 2018 THROUGH FEBRUARY 07, 2018  
WARRANT LIST CHECKS NO. 043508 THRU 043575  
TOTAL FOR COUNCIL APPROVAL = \$402,366.27
2. Proposed adoption of **Resolution No. 18-11**, approving the execution of a Memorandum of Understanding with Fresno Council of Governments for the Fresno County Regional Pavement Management System.
3. Proposed adoption of **Resolution No. 18-13**, accepting the Derrick Avenue and 7<sup>th</sup> Street Intersection Beautification and Reconstruction project.
4. Proposed adoption of **Resolution No. 18-14**, authorizing the City Manager to execute the agreement proposal for the preparation of an environmental impact report for the waste water treatment plant water reclamation project.

## BUSINESS

1. Council discussion on the removal of the vehicle closure on Cervantez Street.
  - a. *Receive presentation from Assistant City Engineer Osborn*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council provide direction to staff on how to proceed*

## DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement & Police Department
  - a) Monthly Report
2. Economic Development
  - a) Monthly Report

3. City Attorney  
a) Update
4. City Manager

**MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)
2. Mayor

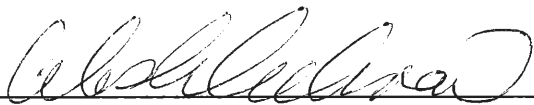
**CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
CA Government Code § 54956.8  
Property: Approximately 2,000 acres within Westlands Water District in the County of Fresno located south of the Ashlan Avenue alignment, west of Dos Palos Road/State Highway 33 (Derrick Avenue), north of Belmont Avenue, and east of Douglas Avenue  
Agency Negotiator: Vince DiMaggio, City of Mendota  
Negotiating Parties: Westlands Water District

**ADJOURNMENT**

**CERTIFICATION OF POSTING**

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

  
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Celeste Cabrera, Deputy City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**January 23, 2018**

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

**Flag salute led by Mr. Joseph Amador.**

**Roll Call**

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

**Council Members Absent:** None.

**Invocation led by Mr. Joseph Amador.**

### **FINALIZE THE AGENDA**

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

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

### **PRESENTATION**

1. Fausto Hinojosa from Price, Paige, & Company to present the results of the 2016/2017 audit.

Fausto Hinojosa from Price, Paige, & Company presented the results of the 2016/2017 audit including a summary of the independent auditor's report; management's responsibility of preparing and presenting the financial statements according to the accounting principles generally accepted in the country; the auditor's responsibility to share their opinions on the financial statements based on the audit that they perform;

management's duty to design controls that would protect the city's financial system, and assessing the risks and implementing audit procedures; the audit process; the auditor's opinion being an unmodified audit opinion; that the audit is acceptable based on general audit principles; and the condition of the various funds that the city has, including the impacts of revenues and expenditures for each fund.

Discussion was held on the condition of the general fund; the way public safety costs affect the budget; and pursuing a tax for public safety in the future.

Mr. Hinojosa thanked Finance Director Marquez and City Manager DiMaggio for their assistance.

### **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 December 12, 2017, and the special City Council meeting of December 15, 2017.
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 Mayor Pro Tem Martinez; unanimously approved (5 ayes).

### **CONSENT CALENDAR**

1. JANUARY 09, 2018 THROUGH JANUARY 17, 2018  
WARRANT LIST CHECKS NO. 043461 THRU 043507  
TOTAL FOR COUNCIL APPROVAL = \$290,472.09
2. Proposed approval of letters to be sent to congressional representatives in support of Deferred Action for Childhood Arrivals ("DACA") and Temporary Protected Status ("TPS").
3. Proposed adoption of **Resolution No. 18-07**, authorizing the City Manager to execute Amendment I to Community Development Block Grant ("CDBG") Agreement 17-113 for the 7<sup>th</sup> Street and Derrick Avenue Reconstruction Project, providing additional CDBG funds to offset the City's costs.
4. Proposed adoption of **Resolution No. 18-08**, acknowledging receipt of the annual audit of city funds.

A motion was made by Councilor Silva to adopt items 1 through 4 of the Consent Calendar, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

## **BUSINESS**

1. Council receive presentation on the proposed conceptual design for a Bass Avenue subdivision.

Mayor Castro introduced the item and City Manager DiMaggio stated that Mr. Hair would not be attending the meeting. Mr. Hair requested that a statement that he provided be read, and that the rendition of the proposed subdivision be shared with the Council.

City Manager DiMaggio read Mr. Hair's statement including that KSA Inc. has provided affordable housing in Mendota for the past 10 years; the amount of homes that were built in the Las Palmas subdivision; that KSA Inc. had been looking for additional property to provide additional housing; rezoning a property that he acquired along Bass Avenue; what the current zoning of the property allows; the amount of homes that will be developed, including a park and a commercial site; paying for traffic mitigation at the corner of Barboza Street and Bass Avenue; helping the city fund a new soccer field, including discussing the possibility of creative funding measures through the development agreement; and helping the city with the annexation of land on the westside of the city.

City Manager DiMaggio reported that staff had met with Mr. Hair's team to discuss various issues regarding the development of the subdivision; that the current zoning of the property allows for the development of apartments without the approval of the Planning Commission or City Council; Mr. Hair's proposal having a positive impact on traffic; the need to signalize the intersection of Barboza Street and Bass Avenue; Mr. Hair providing the conceptual design of the proposed subdivision; developing upscale homes with larger lots on the property; the development of a neighborhood park; Mr. Hair bringing in a broker to meet with staff to develop the commercial lot; the effort that Mr. Hair has made in the development of the commercial site; the new contract city planner working on the project; the process of moving forward with the subdivision; and Mr. Hair taking the comments of the City Council.

Discussion was held on the need for upscale housing within the city; the need for commercial area on the east side of the city; the construction of a light signal on Bass Avenue; the creation of addition traffic on Bass Avenue as the result of the additional housing; the city negotiating the development agreement; potential conditions that could be included in the development agreement; the amount of development impact fees that would need to be paid; and whether the Council is interested in working out an agreement with Mr. Hair to develop a new soccer field.

City Manage DiMaggio stated that he would meet with Mr. Hair to further discuss the development, and that he would pass the Council's comments to Mr. Hair.

2. Council discussion and consideration of the development agreement between the City and Canna-Hub regarding the development of property for commercial cannabis operations.

Mayor Castro introduced the item and City Manager DiMaggio summarized the report including that the cannabis overlay district was established; a process that was established for interested applicants to apply for a conditional use permit; that Canna-Hub had entered into a purchase agreement for a property located within the overlay district; Canna-Hub being required and that they had been working on a development agreement; the establishment of a sub-committee; staff and the sub-committee had met with Canna-Hub to develop a development agreement; the direction that staff received from the sub-committee to continue negotiations with Canna-Hub; highlighted important key elements in the development agreement; the sub-committee being interested in adding an excise tax, but Cann-Hub increasing the tax per square footage instead; the fiscal impact that the development will have; the CUP being considered by the Planning Commission at a special meeting; the impact that the potential expansion of the development would have; and the agreement providing the framework for the development.

Discussion was held on the amount of revenue that the city would receive from the development; the amount of potential tenants that Canna Hub has; the business model of Canna-Hub; and whether the revenue that the city would receive is guaranteed, regardless of the amount of tenants that have leased space.

**Tim McGraw (Canna-Hub)** – congratulated Councilor Silva on the dedication of Robert Silva Plaza, and reported on the length and content of negotiations with staff; the amount of tenants that are interested in leasing a space; how the development is financed; the amount of demand for leasing; and ensuring that tenants are responsible.

City Attorney Kinsey clarified when the payment of fees would begin.

Discussion was held on the progress that Canna-Hub has made in Williams, Ca; the amount of the city tax per square foot that is included in the agreement; that Canna-Hub would make their best effort to hire local residents; the variety of positions that will be available; how transactions are tracked; whether the product will be subject through quality testing; the positive relationship between Cann-Hub and the city; who will conduct the hiring of personnel; the site being fully secured; the status of escrow; working with local contractors; when the development would break ground; why the increase of the city tax is reviewed every six years; the costs of business licenses; the rent fees; the impact that business will have on the community; the design of the building; the public's opinion of the development; and potential conditions that can be included in the CUP when the development expands.

A motion was made by Councilor Rosales to adopt Resolution No. 18-09, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

3. Council receive report on the Police Department building feasibility.

Mayor Castro introduced the item and City Manager DiMaggio summarized the report including State Senator Cannella's efforts to successfully acquire funding for the police department; Council requesting that staff revisit the issue; the two options that staff developed, the police-only option and the civic center option; both options being designed to be constructed at the city's property at 7<sup>th</sup> Street and Riofrio Street; the funding being insufficient to fund either option; the need to acquiring financing to construct either option; the average construction costs for either option; the civic center option being the recommended option; ways that either option would be funded; and staff recommending the civic center option due to development costs and use perspective; and the recommended council direction.

Discussion was held on how either option would be financed; the costs associated with each option; whether the options are feasible; the need for a new community center; what the most efficient option is; staff developing a comprehensive financing plan; the benefits of converting debt of rent into the debt service of an asset; the importance of the city to progress; and the benefits of utilizing the current City Hall for other purposes.

A motion was made by Mayor Pro Tem Martinez to direct staff to develop a comprehensive financing plan for combined facility option and return to the Council within 90-days, seconded by Councilor Silva; unanimously approved (5 ayes).

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Administrative Services
  - a) Monthly Report

Administrative Services Director Lekumberry summarized the report including that she continued to conduct labor compliance employee interviews for the 7<sup>th</sup> and Derrick project; updated the city's employment application; the AB 1825/AB 1661 training that was held in December; an injury that occurred in December; and the worker's compensation Year End Summary for 2017; and the average number of Senior Center attendees.

Discussion was held on the revenues and expenditures of the Senior Center, and the amount of individuals that attend the center.

2. Public Works
  - a) Monthly Report

Planning & Public Works Director Gonzalez stated that he would answer any questions that the Council may have.

Discussion was held on sending a thank you letter to Mr. Stefanopoulos for letting the city utilize his property, and the Council congratulated Assistant Engineer Osborn for the



birth of his new baby.

3. City Attorney
  - a) Update

Nothing to report.

Discussion was held on the status on the rescinding of the Cole Memo,

4. City Manager

City Manager DiMaggio reported on the purpose of the Reach 2B project; the Bureau of Reclamation needing to use the bridge for the project; applying for a federal grant to acquire funding to reconstruct the bridge; what the city needs to submit to qualify for the funding; the likelihood that the city would receive the grant; and proposes that the Council hold a special meeting to consider the contract with Provost & Pritchard.

Discussion was held on the importance of reconstructing the bridge; designing the bridge that will last about 75 years; holding a special City Council meeting on Tuesday, January 30<sup>th</sup> at 12 pm to consider the item; and the possibility of holding a Town Hall meeting to discuss immigration laws and enforcement in the future.

### **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)

Councilor Mendoza thanked staff for their work; congratulated Councilor Silva on the dedication of the Robert Silva Plaza; and commented on the issues with the immigration laws and enforcement.

Councilor Rosales requested that staff look into the possibility of holding a Fourth of July firework show; congratulated Councilor Silva on the dedication of Robert Silva Plaza; and thanked staff for their work.

Discussion was held on the upcoming joint meeting with the Mendota Unified School District Board of Trustees, and the upcoming Coffee with a Cop and Councilmember event that will be held on February 20<sup>th</sup> from 3 pm – 5 pm at Westside Youth Inc.

Councilor Rosales inquired on the possibility of part-time officers receiving benefits.

Discussion was held on the costs that the city pays to provide benefits for full-time employees; negotiations that staff has done with the Mendota Police Officer's Association; and the structure of the personnel of the police department.

Councilor Silva thanked everyone who attended the dedication ceremony of Robert Silva Plaza.

Mayor Pro Tem Martinez thanked staff for their work, and the members of the public for their participation.

2. Mayor

Mayor Castro congratulated Councilor Silva; inquired on the possibility of adding street bollards to the front of Robert Silva Plaza; and thanked staff for their hard work.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 7:47 p.m. by Councilor Silva, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

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Rolando Castro, Mayor

ATTEST:

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Matt Flood, City Clerk



## MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

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**Special Meeting**

**January 30, 2018**

**Meeting called to order by Mayor Castro 12:00 p.m.**

**Roll Call**

**Council Members Present:** Mayor Rolando Castro, Councilors Oscar Rosales and Robert Silva.

**Council Members Absent:** Mayor Pro Tem Victor Martinez and Councilor Mendoza.

**Flag salute led by Mayor Castro.**

### **FINALIZE THE AGENDA**

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

A motion was made by Councilor Silva to adopt the agenda, seconded by Councilor Rosales; unanimously approved (3 ayes, absent: Martinez and Mendoza).

### **CITIZENS ORAL AND WRITTEN PRESENTATIONS**

None offered.

### **BUSINESS**

1. Proposed adoption of **Resolution No. 18-10**, authorizing the City Manager to execute the contract proposal for engineering, surveying and planning services for the reconstruction and replacement of the Mowry Bridge over the Mendota Pool Project.

Mayor Castro introduced the item and City Manager DiMaggio summarized his report including the purpose of the federal Bureau of Reclamation's (BOR) Reach 2B project; the BOR needing a new steady bridge to move forward with the project; the current condition of the Mowry Bridge the opportunity that has arisen to apply for a federal grant to fund the replacement of the Mowry Bridge; the BOR supporting the City in its grant application; the fact that applications that are endorsed by the BOR have not been denied thus far; the deadline to submit the grant application; the documents that are required to be submitted with the application; Provost & Pritchard designing the bridge to the specifications provided to staff from BOR; the total cost of submitting the grant application; utilizing water enterprise fund impact fees to pay for the costs; the lack of a guarantee that the City will receive the grant; the City working with staff from BOR to create the contract in consideration; and stated that while the BOR's endorsement would be helpful, there was no guarantee that the City would receive the grant.

Discussion was held on the meeting that staff had with the BOR many years ago regarding the possibility of acquiring funding through the rover restoration program to replace the bridge; the city not following through with available options in the past due since it was unfeasible due to fund matching requirements; the change in requirements benefiting the city; the amount of time that replacing the bridge has been in the works; the likelihood that the city would receive the grant; the importance of collaborating with the other agencies; the design of the bridge including a bigger diameter line to go under the bridge; and the costs associated with developing the new bridge.

A motion was made by Councilor Silva to adopt Resolution No. 18-10, seconded by Councilor Rosales; unanimously approved (3 ayes, absent: Martinez and Mendoza).

### **ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 12:09 p.m. by Councilor Castro, seconded by Councilor Rosales; unanimously approved (5 ayes).

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Rolando Castro, Mayor

ATTEST:

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Matt Flood, City Clerk

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/18/2018 - 2/7/2018  
Check # 043508 - 043575**

Date	Check #	Amount	Vendor	Department	Description
January 18, 2018	43508	\$1,343.96	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONES SERVICES 12/7/2017 - 1/6/2018
January 23, 2018	43509	\$94,037.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 1/8/18 - 1/21/18
January 24, 2018	43510	\$5,000.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	MEDICAL CHECK RUN
January 24, 2018	43511	\$51.27	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES FOR 2/3/18 - 3/2/18 - COMMUNITY CENTER
January 24, 2018	43512	\$1,490.71	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR FEBRUARY 2018
January 24, 2018	43513	\$991.99	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 1/10/2018
January 30, 2018	43514	\$64.50	GREGG ANDREOTTI	GENERAL	EXPENSE REIMBURSEMENT BIKE MASTER'S LUNCH MEETING
January 30, 2018	43515	\$24,680.33	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR FEBRUARY 2018
January 30, 2018	43516	\$1,414.00	BSK ASSOCIATES	WATER-SEWER	WASTEWATER MONTHLY (WEEK 2-5), GENERAL EDT WEEKLY TRETMENT, GENERAL EDT QUARTERLY (4) THMS TESTING, MONTHLY WASTEWATER
January 30, 2018	43517	\$645.52	CORBIN WILLITS SYS INC	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES FOR MOMS SYSTEM - FEBRUARY 2018
January 30, 2018	43518	\$560.00	DEPARTMENT OF JUSTICE	GENERAL	(16) BLOOD ALCOHOL ANALYSIS FOR DECEMBER 2017
January 30, 2018	43519	\$11.90	FERGUSON ENTERPRISES, INC.	GENERAL-WATER-SEWER	REPLACE HARDWARE: (1) HANDLE FOR RESTROOM (CH)
January 30, 2018	43520	\$581.88	CLEAR CHOICE COMPUTER SERVICES	GENERAL-WATER-SEWER	INSTALL NEW HARD DRIVE & 240 GB MEMORY ON 2 COMPUTERS, INSTALL PROGRAM ON HR LAPTOP, (2) 240 GB MEMORY RAM
January 30, 2018	43521	\$2,200.50	MID VALLEY DISPOSAL, INC.	REFUSE-STREETS	ROLL OFF BIN EXCHANGE 30Y, 40Y, & 10Y (QTY 2.25, 4.94, 4.27 ,5.25, 10.25, 11.09) (2) ORGANIC BIN PICK-UP
January 30, 2018	43522	\$27,869.59	PG&E	GENERAL-WATER-SEWER-AVIATION-STREETS	CITYWIDE UTILITIES FOR 12/15/17 - 1/15/18
January 30, 2018	43523	\$42.20	PITNEY BOWES, INC.	GENERAL-WATER-SEWER	(2) INK PAD REPLACEMENT KIT FOR POSTAGE METER
January 30, 2018	43524	\$13,394.60	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	CITY ENGINEERING RETAINER FOR NOVEMBER, PASSTHRU - LARIOS BAKERY & LAS PALMAS IIIV NOVEMBER & DECEMBER
January 30, 2018	43525	\$480.86	R&B COMPANY	WATER	(1) NEW ULTRASONIC METER, (1) ORION CELL END POINT, NEW METER INSTALL AT 902 RIOFRIO CR
January 30, 2018	43526	\$39.86	RAMON'S TIRE	GENERAL	(1) RADIAL REPAIR (1) TIRE REPAIR FOR F-250 SUPER DUTY, (1) TIRE REPAIR INSIDE PATCH (RIGHT REAR)- UNIT #80 (PD)
January 30, 2018	43527	\$835.13	ERNEST PACKING SOLUTIONS	GENERAL-WATER SEWER	JANITORIAL SUPPLIES - JANUARY 2018
January 30, 2018	43528	\$500.00	TECH-MASTER	GENERAL-WATER-SEWER	GENERAL PEST CONTROL - CITYWIDE SERVICES (7) SPIDERS & ANTS (1) GOPHER & SQUIRREL BAIT STATION FOR JANUARY 2018
January 30, 2018	43529	\$215.30	VULCAN MATERIALS COMPANY	STREETS	ST 1/2 HMA TYPE A - (QTY 3.24) COLD MIX 4TH STREET & K STREET PATCHING
February 2, 2018	43530	\$60,000.00	DIEPENBROCK ELKIN GLEASON LLP	GENERAL	SETTLEMENT AGREEMENT WARKETINE/TANKERSLEY SECOND INSTALLMENT OF FIVE
February 5, 2018	43531	\$246.84	COLONIAL LIFE INSURANCE	GENERAL	LIFE INSURANCE FOR JANUARY 2018
February 5, 2018	43532	\$200.00	STATE WATER RESOURCES CONTROL BOARD	WATER	STATE WATER RESOURCE CONTROL BOARD ANNUAL PERMIT - 1/1/18 - 12/31/18

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/18/2018 - 2/7/2018  
Check # 043508 - 043575**

February 5, 2018	43533	\$921.56	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD EXPENSES 1/2/18 - 1/23/18
February 6, 2018	43534	\$86,869.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 1/22/18 - 2/4/18
February 6, 2018	43535	\$861.62	ALERT-O-LITE	WATER-STREETS	(10)GARDEN HOE GREEN THUMB, (3) FLOOD BARRIER, (11) RAPID CONCRETE 50#PAIL, (9) HOSE CLAMP 35/8 X 6 1/2, TRAFFIC CONTROL - BASS AVE
February 6, 2018	43536	\$845.00	ALESHIRE & WYNDER, LLP	WATER	PROFESSIONAL SERVICES: AUTO-READ METER PROJECT
February 6, 2018	43537	\$60.00	ALTA LANGUAGE SERVICES, INC.	GENERAL	(1) LISTENING & SPEAKING SPANISH TEST - PD
February 6, 2018	43538	\$263.68	AMERIPRIDE SERVICES, INC.	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM WEEK 1/4/18, 1/11/18, 1/18/18, & 1/25/18
February 6, 2018	43539	\$756.77	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT SERVICES FOR COPIER - JANUARY 2018 (CH), MAINTENANCE CONTRACT SERVICES FOR COPIER - JANUARY 2018 - (PD)
February 6, 2018	43540	\$1,174.07	AT&T	GENERAL	POLICE DEPARTMENT DISPATCH TELEPHONE SERVICES- PD, CITYWIDE TELEPHONE SERVICES 12/25/17-1/24/18
February 6, 2018	43541	\$16.07	AUTOZONE, INC.	GENERAL	POLICE DEPARTMENT VEHICLE PARTS
February 6, 2018	43542	\$28,223.17	BB LIMITED	WATER	WATER INFRASTRUCTURE PROJECT: GEOLOGIST CONSULTING; (2) WELL- DRILLING
February 6, 2018	43543	\$360.00	COLLINS & SCHOETTLER PLANNING	GENERAL	PASSTHRU- PLANNING CONSULTING SERVICES-PASSTHRU LAS PALMAS & CANNA-HUB, & C-3-ABC LICENSE
February 6, 2018	43544	\$1,051.96	COMMERCIAL RADIATOR WORKS	STREETS	(1)RADIATOR CORE-STREET SWEEPER
February 6, 2018	43545	\$152.50	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REALQUEST SERVICES FOR JANUARY 2018, REALQUEST REPORTS JANUARY 2018
February 6, 2018	43546	\$88.80	CROWN SERVICES CO	GENERAL-SEWER	TOILET 1XWK - PD, TOILET W/ SINK 1XWK - WWTP
February 6, 2018	43547	\$287.21	CROWN SHORTLAND CONCRETE	STREETS	(1.5) YD CONCRETE B6 SACK MIX FOR 4TH STREEET & K STREET
February 6, 2018	43548	\$245.69	DATAMATIC, INC.	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE MARCH 2018
February 6, 2018	43549	\$434.00	FRESNO MOBILE RADIO, INC.	GENERAL	(31) POLICE DEPARTMENT RADIOS FOR JANUARY 2018 - PD
February 6, 2018	43550	\$1,587.07	HARDWARE DISTRIBUTION	STREETS	(4) 6' YELLOW PLASTIC SPEED BUMPS, (11) 30" STOP SIGN
February 6, 2018	43551	\$115.00	HARVARD LAW REVIEW	GENERAL	CITY MANAGER PROFESSIONAL JOURNAL SUBSCRIPTION
February 6, 2018	43552	\$96.48	JORGENSEN & COMPANY	GENERAL	(2) FIRE EXTINGUISHER SERVICES AND PARTS FOR PD UNITS
February 6, 2018	43553	\$5,844.00	LEAGUE OF CALIFORNIA CITIES	GENERAL-WATER-SEWER	MEMBERSHIP DUES FOR CALENDAR YEAR 2018
February 6, 2018	43554	\$274.00	LEXIS NEXIS	GENERAL-WATER-SEWER	SUBSCRIPTION SERVICES FOR JANUARY 2018
February 6, 2018	43555	\$78.00	LOU'S GLOVES, INC.	WATER-SEWER	(10) NITRILE, EXAM GRADE POWDER FREE BLACK LARGE GLOVES- WWTP
February 6, 2018	43556	\$8,241.98	MADERA PUMPS, INC.	WATER	FINAL INVOICE WATER (1) PUMP & MOTOR - BB LIMITED WATER INFRASTRUCTURE PROJECT
February 6, 2018	43557	\$929.50	MORRIS GENERAL INC.	WATER	DEPOSIT REIMBURSEMENT FOR HYDRANT RENTAL

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/18/2018 - 2/7/2018  
Check # 043508 - 043575**

February 6, 2018	43558	\$327.23	NISSAN MOTOR ACCEPTANCE CORPORATION	GENERAL-WATER-SEWER	2015 NISSAN ALTIMA LEASE PAYMENT CM - FEBRUARY 2018
February 6, 2018	43559	\$64.04	OFFICE DEPOT	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
February 6, 2018	43560	\$83.70	SIGNMAX	STREETS	(3) ALUMINUM 2 SIDED STREET SIGNS
February 6, 2018	43561	\$465.40	THE FRESNO BEE	GENERAL-WATER-SEWER	ANNUAL NEWSPAPER SUBSCRIPTION
February 6, 2018	43562	\$1,993.14	THOMASON TRACTOR COMPANY	GENERAL	JOHN DEERE GM2190 - LABOR & PARTS (FRONTIER MOWER DECK)
February 6, 2018	43563	\$7,000.00	TOWNSEND PUBLIC AFFAIRS, INC.	GENERAL-WATER-SEWER	GRANT CONSULTING SERVICES - FOR JANUARY 2018 & FEBRUARY 2018
February 6, 2018	43564	\$75.00	TRANSUNION RISK & ALTERNATIVE DATA	GENERAL	TRANSUNION PEOPLE SEARCH SERVICES FOR DECEMBER 2017, JANUARY, & FEBRUARY 2018 -PD
February 6, 2018	43565	\$845.32	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 3/8 SC3000 HOT MIX ASPHALT (QTY 5.82) QUINCE STREET PATCHING, (QTY 6.04) TULE STREET PATCHING
February 6, 2018	43566	\$190.00	VERIZON WIRELESS, GPS	GENERAL-WATER-SEWER	MONTHLY FLEET SERVICES FOR NOVEMBER 2017
February 6, 2018	43567	\$55.80	WECO	GENERAL-WATER-SEWER	(6) RENT CYL (ACETYLENE#4, OXYGEN D, OXYGEN K) FOR JANUARY 2018
February 6, 2018	43568	\$41.65	ESTEBAN & JENNIFER MARAVILLA	WATER	MQ CUSTOMER REFUND FOR CEJ0017
February 6, 2018	43569	\$150.00	FRANCISCO FIGUEROA	WATER	MQ CUSTOMER REFUND FOR FIG0007
February 6, 2018	43570	\$31.94	HAMILTON & CELENE LARA BONILLA	WATER	MQ CUSTOMER REFUND FOR LAR0041
February 6, 2018	43571	\$54.04	ROSALIO GONZALEZ MORENO	WATER	MQ CUSTOMER REFUND FOR MOR0032
February 6, 2018	43572	\$123.14	JANLY YIM	WATER	MQ CUSTOMER REFUND FOR YIM0003
February 7, 2018	43573	\$217.26	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICE FOR 559-266-6456 1/26/18 - 2/25/18
February 7, 2018	43574	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT - POLICE DEPARTMENT COPY MACHINE
February 7, 2018	43575	\$13,778.69	WANGER JONES HELSLEY	GENERAL-WATER-SEWER	LEGAL SERVICES : GENERAL RETAINER; SPECIAL LEGAL SERVICES: 1241 7TH ST ABATEMENT,CANNA-HUB DEVELOPMENT
		<b>\$402,366.27</b>			

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MICHAEL OSBORN, ASSISTANT CITY ENGINEER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** PAVEMENT MANAGEMENT SYSTEM MEMORANDUM OF UNDERSTANDING  
**DATE:** FEBRUARY 7, 2018

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**ISSUE**

Should the City Council approve the attached resolution authorizing the City Manager to execute the Memorandum of Understanding (MOU) with Fresno Council of Governments (FCOG) for Fresno County Regional Pavement Management System?

**BACKGROUND**

FCOG has reserved \$326,014 of SB1 planning grant funding to assist member agencies in offsetting the initial cost of setting up a Pavement Management System (PMS) by doing it on a regional level. Several member agencies already have a PMS in place; however, they realize the regional benefits if all member agencies have a similar method of assessing and managing their pavement. The cities of Coalinga, Fowler, Firebaugh, Huron, Kingsburg, Mendota, Orange Cove, San Joaquin, and Selma are all currently without a formal PMS.

FCOG has met with each jurisdiction to discuss the initial setup and maintenance plan for the regional PMS. During their meetings, FCOG provided a MOU as a commitment from each jurisdiction to maintain this program as they invest in our region with the initial setup. FCOG has received positive feedback from the agencies and their staff and believe there will be many benefits from having a consistent regional PMS across all of the member agencies.

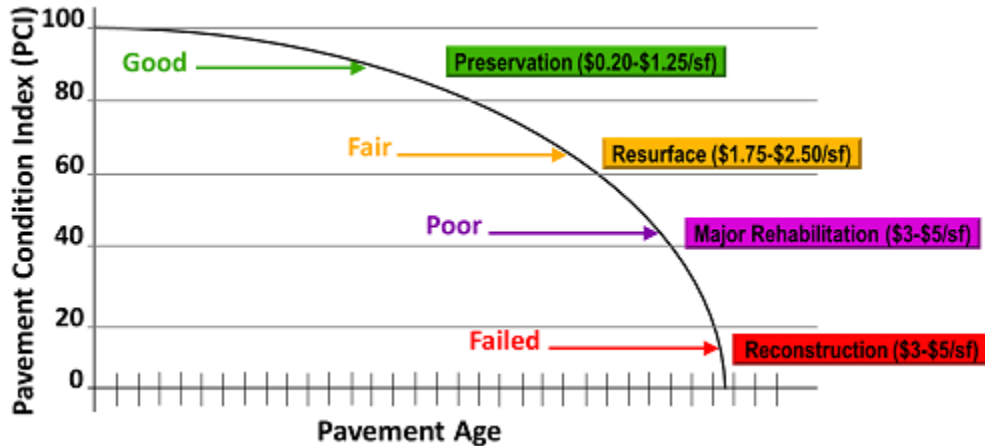
**ANALYSIS**

The City of Mendota owns and is responsible for the maintenance of greater than 700,000 square yards (25 center line miles) of existing paved streets, as well as 55,000 square yards (4.7 center line miles) of unpaved roadways. Street pavement is one of the City's major assets and responsibilities. The existing pavement conditions vary from brand new to crumbling in a state of complete failure. In 2015, City staff performed a pavement condition survey of the downtown triangle, designating streets as "worst", "poor", or "best".

The City has since reconstructed about 50% of the "worst" streets. On-going and future development will continue to grow the City's street network. The initial setup of the PMS will include the assessment of the entire City street network using established objective metrics,



giving street sections a Pavement Conditions Index (PCI) that ranges from 1 to 100; better pavement receiving a higher score. Once assessed, the PMS will be a valuable tool for City staff to manage and budget the prudent street preservation of their good pavement with the desperately needed reconstruction of the worst. Preservation of new pavement is fractions of the cost compared to reconstruction if maintenance is deferred, see graph below.



Additionally, having an established PCI for the street network will potentially strengthen applications for grant funding to perform the street maintenance and reconstruction.

The PMS will be on-line which will allow City staff and their City Engineer, Provost & Pritchard, to review, update, pull reports, etc. We will be able to update the program after each street project is completed.

The City can decide if they want to update the PMS each year (such as west side year one, downtown triangle year two, east side year three) so that the entire street network is updated on a three-year basis, or it can wait and go in with other agencies to have a full City-wide update every three years. The later assumes that other agencies also do this and there is an economy of scale to this approach. It is not clear if FCOG would coordinate a regional 3-year update.

**FISCAL IMPACT**

While the initial setup is being done by FCOG’s grant at no cost to the City, the ongoing three-year update is estimated by FCOG to be \$30,000 (\$10,000 per year.) This includes the \$1,500 annual license renewal fee for the Streetsaver® PMS program. SB1 funding can be used to pay for the license fee renewal and update to the City’s PMS.

**RECOMMENDATION**

Staff believes that it is fiscally prudent to manage this major City asset and therefore recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the MOU with FCOG and he or his designee the authority to execute all other documents necessary for the initial start-up of the City’s PMS.

# Memorandum of Understanding for Fresno County Regional Pavement Management System

This Memorandum of Understanding, entered into and effective this date of \_\_\_\_\_, 2018 between the Fresno Council of Governments, a Joint Powers agency, hereto known as FCOG, the Cities of Coalinga, Fowler, Firebaugh, Huron, Kingsburg, Mendota, Orange Cove, San Joaquin and Selma, all municipal governments, hereto collectively known as CITIES, to establish mutually agreeable commitments among the parties of this agreement regarding implementing and maintaining the Regional Pavement Management System (RPMS).

Whereas, *various state processes* require local agencies to have a pavement management system in place in order to *be eligible for grants or fulfill regulations*, and

Whereas, there *are various costs associated* with implementing and maintaining a pavement management system, and

Whereas, FCOG has reserved \$326,014 SB1 Planning grant funding to assist member agencies in offsetting the initial cost of setting up the RPMS that includes individual pavement management systems in each of the respective cities, and

Whereas, the CITIES shall be responsible for maintaining the individual pavement management system under the RPMS, once established.

Now therefore, in consideration of the forgoing, the parties do mutually agree as follows:

## FCOG Responsibilities:

1. Providing funding for initial implementation of the Regional Pavement Management System
2. Hiring a consultant team to set up the StreetSaver system, conduct initial pavement condition assessment and provide training to city staff
3. First year license fee for the StreetSaver system is included in the COG funding for the system setup

## CITIES' Responsibilities:

1. Renewing the StreetSaver license annually
2. Maintaining the pavement management system by paying for the update every three years

In Witness thereof, the parties have executed this agreement at Fresno, California, on the day and year first above written.

**FRESNO COUNCIL OF GOVERNMENTS**

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TONY BOREN, Executive Director

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Date

**CITY OF MENDOTA**

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VINCE DIMAGGIO, City Manager

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Date

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING  
WITH FRESNO COUNCIL OF GOVERNMENTS  
FOR THE FRESNO COUNTY REGIONAL  
PAVEMENT MANAGEMENT SYSTEM**

**RESOLUTION NO. 18-11**

**WHEREAS**, various state processes require local agencies to have a pavement management system in place in order to be eligible for grants or fulfill regulations; and

**WHEREAS**, there are various costs associated with implementing and maintaining a pavement management system, and

**WHEREAS**, Fresno Council of Governments (“FCOG”) has reserved \$326,014 SB1 Planning grant funding to assist member agencies in offsetting the initial cost of setting up the Regional Pavement Management System (“PMS”), which includes an individual PMS for the City of Mendota (“City”), and

**WHEREAS**, FCOG has presented the City with a Memorandum of Understanding (“MOU”) outlining the responsibilities of FCOG and the City for maintaining the City’s PMS, once established.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the City Manager, or his designee, is authorized to execute the MOU with FCOG and to execute all other documents necessary for the initial start-up of the City’s PMS.

\_\_\_\_\_  
Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 13<sup>th</sup> day of February, 2018, by the following vote:

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

\_\_\_\_\_  
Matt Flood, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MICHAEL OSBORN, ASSISTANT CITY ENGINEER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** ACCEPTING THE DERRICK & 7<sup>TH</sup> INTERSECTION PROJECT  
**DATE:** FEBRUARY 7, 2018

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**ISSUE**

Should the City Council adopt the attached resolution accepting the Derrick & 7<sup>th</sup> Intersection Beautification and Reconstruction project and authorizing the filing of the Notice of Completion and release of retention?

**BACKGROUND**

This project completed the 7<sup>th</sup> Street improvements through the downtown area which began in 2009 and has been in the works since 2011. In general, the project consisted of realigning 7th Street to provide a perpendicular intersection with Derrick Avenue (State Route 33.) The project included street reconstruction, landscape & landscape irrigation, new and replacement street lighting, decorative concrete, a new monument sign, pedestrian crossing improvements, and ADA-compliant curb returns. Existing utility and storm drainage infrastructure was relocated and/or modified to accommodate the proposed improvements. A portion of two existing parking lots was reconfigured to accommodate the street realignment and included the relocation of the existing Mendota Food Center sign.

Avison Construction, Inc. was the lowest responsive, responsible bidder and was awarded the contract per Resolution 17-44 for \$977,021.50.

**ANALYSIS**

City Staff has determined that the project is substantially complete. Clean-up operations and punch-list items were completed earlier this month and no outstanding issues remain. Accordingly, it is appropriate to file the Notice of Completion as required by the state Contracts Code.

Following recordation of the Notice of Completion, a 35-day waiting period will commence during which time any stop notices or liens may be filed against the contractor. If no such notices are filed with the City, the City will release the final payment of retention.

## **FISCAL IMPACT**

The approved Fiscal Year 2017/2018 Budget allocated Street Funds from the Gas Tax, Measure C, and Local Transportation Funds (LTF) to finance this Project and four others. The City entered into an agreement with the County of Fresno to obtain a total of \$713,660 in CDBG funding allocated towards this project (CDBG Project No. 15473.) Final payment of retention will occur in the end of March or early April 2018.

## **RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution accepting the project and authorizing the City Manager or his designee to file the Notice of Completion with the County Recorder and release retention upon completion 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 that period.

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA ACCEPTING THE  
DERRICK & 7<sup>TH</sup> INTERSECTION BEAUTIFICATION  
AND RECONSTRUCTION PROJECT**

**RESOLUTION NO. 18-13**

**WHEREAS**, the City of Mendota (“City”) began the beautification of 7<sup>th</sup> Street in 2009 from Oller Street to Tule Street; and

**WHEREAS**, since 2011 the City and the City Engineer have determined that the intersection of 7<sup>th</sup> Street at Derrick Avenue should be reconstructed and 7<sup>th</sup> Street beautified from Derrick Avenue to Tule Street (“Project”); and

**WHEREAS**, on March 28, 2017 the City entered into an agreement with the County of Fresno (“County”) to obtain \$304,726 in Community Development Block Grant (“CDBG”) funding for the Project (CDBG Project No. 15473) (“Agreement”); and

**WHEREAS**, the City Council in its Fiscal Year 2017/2018 Budget allocated funds from the Gas Tax, Measure C, and Local Transportation Fund to finance the remainder of the Project; and

**WHEREAS**, the City Council adopted resolution 17-44 awarding the construction contract to the lowest responsive, responsible bidder, Avison Construction, Inc. for \$977,021.50; and

**WHEREAS**, on January 23, 2018 the City executed an amendment to the Agreement to obtain an additional \$408,934 in CDBG funding for the Project (CDBG Project No. 15473); and

**WHEREAS**, the construction has been determined by staff to be substantially complete in accordance with the scope of work approved and authorized pursuant to the County’s agreement and contract documents; and

**WHEREAS**, a Notice of Completion needs to be filed with the Fresno County Recorder per State Public Contracts Code; and

**WHEREAS**, following the filing of the Notice of Completion, a 35-day waiting period commences where stop notices or liens may be filed with the City against Avison Construction, Inc.; and

**WHEREAS**, if no such notices are filed during the waiting period, the City shall release the retention payment.

***NOW, THEREFORE, BE IT RESOLVED***, by the City Council of the City of Mendota, pursuant to Section III, paragraph O of the Agreement, that the City accepts the Project and authorizes the City Manager or his designee to file the Notice of Completion with the County Recorder and release retention upon completion of the 35-day waiting period so long as no stop notices or liens are filed with the City against the contractor in relation to the Project during that period.

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Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 13<sup>th</sup> day of February, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk



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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CRISTIAN GONZALEZ, DIRECTOR OF PUBLIC WORKS AND PLANNING  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** APPROVAL OF AGREEMENT FOR PREPARATION OF A ENVIRONMENTAL IMPACT REPORT FOR THE WASTE WATER TREATMENT PLANT PROJCT  
**DATE:** FEBRUARY 13, 2018

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**ISSUE**

Should the City Council approve resolution number 18-14, approving the agreement for the preparation of an environmental impact report for the Waste Water Treatment Plant Project (WWTPP) and authorizing the City Manager to sign all necessary documents?

**BACKGROUND**

In 2015, the City entered into an agreement with Liberty Groves/Greystone Equities to explore a joint project to reclaim the City's wastewater and construct a tertiary treatment facility. On October 10, 2017 the Mendota City Council approved resolution number 17-60, allowing staff to distribute a Request for Proposals (RFP) for the preparation of the WWTPP's environmental impact report (EIR). Staff received four proposals, all varying in cost, schedule, and scope of work.

**ANALYSIS**

Staff and consultants reviewed the four RFPs and came up with a unanimous recommendation of Horizon Water and Environmental (HWE). While HWE did not provide the lowest proposal (\$298,905), they did provide the most complete and well thought-out submittal. Staff arranged, and then participated in a scoping call with HWE to ensure they understood the project completely, and the work needed in order to provide a quality EIR.

**FISCAL IMPACT**

The fee of \$298,905 for this work will be paid by the Liberty Groves/Greystone Equities, not the City.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution approving the agreement for the preparation of an Environmental Impact Report for the Waste Water Treatment Plant Project and authorizing the City Manager to sign all necessary documents.

## **AGREEMENT FOR PREPARATION OF ENVIRONMENTAL IMPACT REPORT**

This agreement is dated for reference purposes only as of February 13, 2018 (“Effective Date”) and is entered into by and between the CITY OF MENDOTA, a political subdivision of the State of California (“City”), GREYSTONE EQUITIES, LLC (“Applicant”), and HORIZON WATER AND ENVIRONMENT, LLC (“Consultant”) (collectively, the “Parties”).

### **RECITALS**

A. The City is the public agency with land use and planning jurisdiction in the City of Mendota; and

B. Applicant has submitted an application to expand and upgrade the City’s existing waste water treatment plant and to lease real property owned by the City to treat wastewater to a level sufficient to meet water quality standards necessary to provide treated water to nearby water users, and to convey such treated effluent to such nearby water users (“Project”); and

C. The City has determined that the Project is subject to the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* (“CEQA”), and intends to assume the role of lead agency; and

D. The City has determined that it must prepare and circulate an environmental impact report (“EIR”) for public comment to meet the requirements of CEQA to analyze the Project’s potential environmental effects; and

E. Applicant desires to have the EIR prepared in conformance with CEQA and desires to fund the costs incurred by the City to retain an environmental consulting firm that is fully qualified to perform the work required by this Agreement; and

F. Applicant and City have entered into an Agreement for Preparation of an EIR and Related City Services, dated December 13, 2016, which is incorporated herein and attached hereto as Exhibit “A” by which Applicant agreed, *inter alia*, to reimburse the City for costs incurred in connection with the preparation of the EIR; and

G. City and Applicant have concurred on the selection of a consultant to prepare the EIR. Using its independent judgment, the City has determined Consultant is a professional environmental consulting firm with extensive experience in the preparation of EIR’s and related documents, is in good standing with the City, and is prepared to undertake all necessary technical and analytical work required in conjunction with the EIR, either directly or through the use of sub-consultants; and

H. City, Consultant, and Applicant desire to define rights and responsibilities regarding the preparation and management of the EIR.

## **1. GENERAL PROVISIONS**

1.1 Scope of Work. All Parties shall abide by the rights and responsibilities set forth in the Scope of Work (“Work”), incorporated herein and attached hereto as Exhibit “B.” Any

amendments to the Scope of Work subsequent to the execution of this Agreement shall be confirmed in writing by all Parties hereto.

## **2. CONSULTANT'S OBLIGATIONS**

2.1 Performance to Satisfaction of City. Consultant agrees to perform the Work to the complete satisfaction of City. Evaluations of the work will be done by the City Manager or his designee. If, in City's sole and absolute discretion, the quality of work is not satisfactory, City may: (a) meet with Consultant to review the quality of the work and resolve the matters of concern; (b) require Consultant to repeat the work at no additional fee until it is satisfactory; and/or (c) terminate the Agreement as set forth herein.

2.2 Conflicts of Interest. Consultant and any of its sub-consultants shall employ no persons in connection with this Agreement who are officers, agents, or employees of City, the Applicant, or any affiliate, or any other local or regional public agency operating within the boundaries of the City of Mendota. Consultant represents that Consultant and its officers and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement. During the term of this Agreement, Consultant, its officers and employees shall not acquire any financial or other interest that would disqualify any or all of them from performing services under this Agreement. If Consultant does acquire any financial or other interest that would be disqualifying, Consultant shall immediately notify the City.

2.3 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

2.4 Warranty. Consultant warrants that it shall perform the Work in compliance with all applicable federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other federal, state, and local laws and ordinances applicable to the Work.

2.5 Non-discrimination. In performing the Work, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical conditions, marital status, sexual gender or sexual orientation, except as permitted pursuant to section 12940 of the Government Code.

2.6 Confidentiality. Consultant's agents and employees may in the course of their duties have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

information developed or received by Consultant or provided for performance of the Work are deemed confidential and shall not be disclosed by Consultant without written authorization from City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.7 Information Disclosure. Consultant shall have an ongoing obligation and commitment to City to disclose all information that is relevant to the environmental consequences of the Project and the preparation of the EIR. Consultant shall not omit or withhold any relevant information from City for any reason. Consultant shall require any sub-consultant(s) hired in connection with the performance of the Work to certify these same obligations and commitments to City as a condition of their contract or by signing a copy of this Agreement and shall provide a copy of such certification to City within ten (10) days of retaining such sub-consultant(s).

2.8 Work Product. Consultant acknowledges and agrees that all work product generated in connection with the performance of the Work belongs to City. City shall have the right to request copies of any and all correspondence, meeting schedules, minutes, and draft documents generated by Consultant, any sub-consultant(s), and the Applicant, in connection with the performance of the Work. Upon City's request, Consultant shall make available to City any and all field notes, resource documents, and supplemental technical studies used in the performance of the Work.

2.9 Accountability. Consultant's responsibility is to provide a complete and accurate EIR. Consultant's accountability under this Agreement shall be solely to City, and not to Applicant or to any other person or entity.

2.10 Form and Content. Consultant shall draft the EIR in accordance with CEQA, state CEQA guidelines, relevant City technical study and EIR content and report formats, and with the directions and specifications set forth by City. Consultant shall disclose any revisions made to the EIR and specifically identify any revisions made at the request of Applicant. All revisions to CEQA documents prior to submittal for public review shall be shown in strikeout/underline, unless waived by City.

2.11 Meetings. Consultant shall not attend, or participate in, meetings (including email correspondence and conference calls) between Applicant and Consultant relating to the subject matter of this Agreement, including, but not limited to, discussion of substantive land use or environmental issues, unless a representative of the City is also in attendance. Consultant shall provide City with reasonable notice of all such meetings at the earliest time possible and no less than two business days. Consultant shall disclose all substantive land use and environmental issues discussed in any meetings, email correspondence, or conference calls City does not attend or participate in.

2.12 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the City's prior written consent. Consultant may engage a subcontractor(s) as permitted by law and may employ

other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

### **3. APPLICANT'S OBLIGATIONS**

3.1 Reimbursement. Applicant shall reimburse the City for all costs incurred in connection with the performance of the Work in accordance with the terms and provisions of the Agreement for Preparation of an EIR and Related City Services, by and between the City of Mendota and Greystone Equities, LLC, dated December 13, 2016, incorporated herein and attached hereto as Exhibit "A."

3.2 Participation. Applicant shall not direct or participate in the preparation of the EIR except to the extent that Applicant provides data and information required by Consultant and/or the City. Prior to the public release of any documents, Applicant shall have the right to review the documents only for technical accuracy and consistency with the Project description and purpose.

3.3 Confidentiality Agreements. Applicant shall not enter into any form of confidentiality agreement with Consultant or any sub-consultant(s) hired in connection with the Work.

### **4. CITY'S OBLIGATIONS**

4.1 Independent Review. In accordance with the Public Resources Code section 21082.1, it is the responsibility of City to provide its independent review and analysis of all documentation for the Project prepared and submitted by Consultant, and sub-consultant(s), and the Applicant. This independent review is undertaken for the benefit of the general public and is not intended to relieve Consultant of any of its responsibilities.

4.2 Evaluation and Notice. City shall be responsible for evaluating the extent and detail of topic area discussions in the EIR. City shall also be responsible for scheduling and providing the public notice for the public meetings and hearings related to the Project, and for distributing the draft and final EIR or other applicable CEQA document.

### **5. TERMINATION**

5.1 This Agreement shall expire upon any of the following: (a) the Project and the EIR becomes final by decision of the authorized City decision maker, all appeal timelines have expired, and all legal challenges associated with the Project and/or the EIR have been finally adjudicated; (b) the Project is withdrawn or denied and all appeal timelines have expired; or (c) written notice from City, Applicant, or Consultant to the other parties to this Agreement.

5.2 Notwithstanding expiration of this Agreement, all information obtained prior to said expiration shall be disclosed to City pursuant to the disclosure requirements set forth herein. Expiration of the Agreement does not relieve the Parties of their responsibilities under the Agreement for activities that took place prior to the expiration date.

### **6. INSURANCE AND INDEMNIFICATION**

6.1 Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated “A,” Class X, or better in the most recent Best’s Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers’ compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

(d) Professional errors and omissions (“E&O”) liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects’ and engineers’ coverage shall be endorsed to include contractual liability. If the policy is written as a “claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the Work.

6.2 Endorsements. The commercial general liability insurance policy and business automobile liability police shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: “The City of Mendota and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

(b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”

(c) Other insurance: “The Consultant's insurance coverage shall be primary insurance as respects the City of Mendota, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Mendota shall be excess and not contributing with the insurance provided by this policy.”

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Mendota, its officers, officials, agents, employees, and volunteers.

(e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

6.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

6.4 Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

6.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.6 Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.



## 7. MISCELLANEOUS PROVISIONS

7.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Fresno County, California.

7.2 Attorney Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.3 Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the performance of the Work. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.4 Ownership of Documents. Consultant and Applicant agree that City shall retain ownership of the EIR, all findings, reports, documents, information, and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or Applicant or any of their subcontractors in the course of performing the Work, shall be and remain the sole property of City. Consultant and Applicant agree that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant and applicant shall deliver to City any EIR, finding, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes, or any other Project-related items as required by City or its authorized representative, at no additional cost to City.

7.5 Amendments. Only a writing executed by the Parties hereto may amend this Agreement.

7.6 Waiver. The delay or failure of any Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall waiver constitute a continuing waiver.

7.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstances such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstances.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute an agreement.

7.9 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

7.10 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

7.11 No Third Party Beneficiaries. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms thereof, or otherwise give rise to any cause of action in any person not a Party hereto.

7.12 No Joint Venture or Partnership. Nothing in this Agreement shall constitute a Joint Venture or Partnership among the Parties.

## 8. NOTICE

All notices or other communications given hereunder shall be in writing and delivered to be following addresses:

Address for Applicant:

Mr. Igal Treibatch  
Greystone Equities, LLC  
2116 Wilshire Blvd., Ste. 241  
Santa Monica, CA 90403

Address for the City:

Mr. Vince DiMaggio  
City Manager  
City of Mendota  
643 Quince Street

Address for Consultant:

Mr. Michael Stevenson  
Principal  
Horizon Water & Environmental  
266 Grand Avenue, Suite 210

Mendota, CA 93640

Oakland, CA 94610  
P.O. Box 2727 Oakland CA  
94602

**With a Copy to:**

**With a Copy to:**

Christopher L. Campbell  
Baker Manock & Jensen, PC  
5260 North Palm, Ste. 421  
Fresno, CA 93704

John P. Kinsey  
Wanger Jones Helsley PC  
265 E. River Park Circle, Ste.  
310  
Fresno, CA 93720

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

CITY OF MENDOTA

GREYSTONE EQUITIES, LLC

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

HORIZON WATER AND ENVIRONMENT, LLC

\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**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 CITY MANAGER TO EXECUTE THE  
AGREEMENT PROPOSAL FOR THE  
PREPERATION OF AN ENVIRONMENTAL  
IMPACT REPORT FOR THE WASTE  
WATER TREATMENT PLANT WATER  
RECLAMATION PROJECT**

**RESOLUTION NO. 18-14**

**WHEREAS**, in 2015, the City of Mendota entered into an agreement with Liberty Groves/Greystone Equities to explore a joint project to reclaim the City's wastewater and construct a tertiary treatment facility at the City's wastewater treatment plant; and

**WHEREAS**, on October 10, 2017 the Mendota City Council approved resolution 17-59 approving the distribution of Request for Proposals (RFP) for the project in best interest to analyze all possible environmental impacts through the preparation of an Environmental Impact Report (EIR) prepared in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, the City requested and received four proposals for the preparation of the Environmental Impact Report, all varying in cost, schedule and scope; and

**WHEREAS**, City staff and consultants reviewed the proposals and unanimously scored Horizon Water and Environmental's proposal the highest, based on qualifications, completeness of submittal and understanding of the project, therefore recommending to the City Council the approval of the agreement for \$298,905; and

**WHEREAS**, City will have to pay for the work initially and await reimbursement from Liberty Groves/Greystone Equities; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota hereby approves the contract agreement.

**NOW BE IT FURTHER RESOLVED**, and authorize the City Manager to sign all documents (contract/agreement).

---

Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a special meeting of said Council, held at the Mendota City Hall on the 13th day of February 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MICHAEL OSBORN, ASSISTANT CITY ENGINEER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** CERVANTEZ STREET BETWEEN BLACK AVENUE AND SILVA STREET  
**DATE:** FEBRUARY 9, 2018

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**ISSUE**

Should Council direct staff to further investigate the removal of the vehicle closure on Cervantez Street, between Black Avenue and Silva Street?

**BACKGROUND**

The City Council has raised concerns to staff about the short section of Cervantez Street between Black Avenue and Silva Street, in the Las Palmas development, that currently has temporary barricades making it closed to vehicles. Residents north of the closure are irritated because vehicular access to their homes is not convenient. Staff was asked to provide background and clarification on the issue with consideration of opening up Cervantez Street to vehicular traffic.

**ANALYSIS**

The Vesting Tentative Subdivision Map for the Las Palmas Tract 5483 (VTM 04-01) was approved with conditions by the City in 2005. Development of the overall tract was mapped and built in several phases. The first phases, Phase I (2005), Phase IIA (2006), Phase IIB (2007) and Phase IIIA (2007) were approved and built prior to the Great Recession where development stopped and stood still until 2015 when mapping and building resumed with Phase IV.

During this pause in development, concerns were raised with the amount and speed of traffic along Black Avenue. Two separate discussions related to these concerns were presented to the Council in November 2011. The traffic impacts were attributed to the development that had been occurring in the Las Palmas subdivision. Staff had received numerous requests from the City Council, the Planning Commission, and residents to examine possible solutions to the problem. The most common request had been that the City require the developer, H/S Development, to construct an additional access street which was determined not possible as they were not conditions of the approved tentative map. The street layout of the tentative map was approved with primary connections to Sorensen Avenue being at Black Avenue and Holmes Avenue. Since most of the development in Phases I through IIIA had been at the south end of the project, Black was the most heavily travelled. Aside from Black Avenue and Holmes Avenue, the approved tentative map proposed only two other streets that would allow access into and out of Las Palmas. They include Amador Avenue at the far west of the subdivision connecting south to

Belmont (by others) and an unnamed street (possibly Bass Avenue) at the very north end that will swing to the southeast and connect directly to Derrick (also by others). Even if both of those streets were built first, it is unlikely that it would help the Black Avenue problem. Virtually everyone leaving the subdivision is ultimately headed east into or through the City proper, and Black would still be the most logical and convenient street to use due to its central location within the overall neighborhood.

Prior to Phase IV being mapped and constructed, staff was able to work with the City Engineer, City Planner and the developer to achieve a way to reduce the traffic impacts on Holmes and Black avenues, while still complying with the approved conditions of the tentative map and the California Subdivision Map Act. The street layout was altered to direct traffic from the future phases out to Amador Avenue instead of compounding the impacts on Black and creating new impacts on Holmes. The primary change was the closure of Cervantez Street, north of Black Avenue and of Holmes Avenue west of Castro Street. Cervantez Street had been partially constructed and emergency responders requested that this street be modified to allow Emergency Vehicle Access (EVA) only. Holmes Avenue was changed to have a cul-de-sac with a pedestrian-only path to Cantu Street.

Since 2015, the developer has moved quickly, mapping the remaining Phases V through IX and the development will soon be fully built-out. The Cervantez Street EVA is currently in an interim condition with temporary barriers. The approved plan is to have metal bollards across the street; the central ones being removable to allow emergency responders more convenient access to the area. Amador Avenue is planned to eventually extend southerly to connect with the planned extension of Smoot Avenue and/or directly to Belmont Avenue. Acquisition of the appropriate right-of-way from Westlands Water District is the primary impediment to construction of this extension of the street network.

It should be noted that neither Black Avenue nor Holmes Avenue are designated as collector streets in the General Plan, whereas Smoot Avenue and Amador Avenue are. Per City Standards, collector streets are 20' wider than local streets.

The narrowed section of Cervantes Street in the EVA area is 20' wide from curb to curb. This is too narrow to safely permit two-way vehicular traffic at standard design speeds. For reference, the narrowest city street is 32' wide from curb to curb. Additionally, the north end of the EVA is a drive approach and is intersected by a sidewalk.

Until the connection of Amador to Smoot is made, impacts to Holmes Avenue and Black Avenue will continue to occur. Staff also acknowledges the inconveniences to those residents living on Silva Street and within the newer areas of the Las Palmas subdivision will also continue until the Amador and Smoot connection is made.

## **FISCAL IMPACT**

Reconstruction of the narrowed section of Cervantes Street to match adjacent street geometry (approximately 9,000 sf) would be in the range of \$160,000 to \$200,000. This is such a small

section of roadway and there would be significant removal and reconstruction of concrete, asphalt and storm drain improvements.

Additional fiscal impacts would be those resulting from the increased traffic impacts to Black Avenue and Holmes Avenue; however, these impacts are difficult to quantify in dollars at this time. Hard costs may include a variety of different traffic calming measures or street reconstruction with a different configuration. Additional impacts, without a hard cost, may be realized by the residents more than the City's General Fund and could include accidents, dangers to residents, or reduced property values along these streets.

### **RECOMMENDATION**

Staff recommends that the Cervantes Street Emergency Vehicle Access only closure remain as planned.



Address	Type of Case	1st Notice	Deadline	Status	Fine Amount
890 Lolita St	Vehicle Tag	1/2/2018	1/5/2018	CLEARED	\$0.00
Gomez & Lozano St	Vehicle Tag/Citation	1/2/2018	1/5/2018	CITED	\$50.00
Perez & Lozano	Vehicle Tag/Citation	1/2/2018	1/5/2018	CITED	\$50.00
1240 7th St	Warrant to Inspect	1/3/2018	1/5/2018	PENDING	\$0.00
Rios & Lozano St	Blocking curb lowered for disabled	1/5/2018	N/A	CITED	\$50.00
Rios & Lozano St	Vehicle Tag	1/5/2018	1/8/2018	CLEARED	\$0.00
Hernandes & Lozano St	Vehicle Tag/Citation	1/5/2018	1/8/2018	CITED	\$50.00
Kate & Divisadero St	Vehicle Tow/Citation	1/5/2018	N/A	TOT	\$50.00
Gomez & Barboza St	Vehicle Tow/Citation	1/6/2018	N/A	TOT	\$50.00
639 De La Cruz	Expired Registration	1/10/2018	N/A	CITED	\$50.00
657 Fourth St	Vehicle Tow/Citation	1/10/2018	N/A	TOT	\$50.00
7th & Marie	Homeless Encampment/Weeds	1/12/2018	N/A	CLEARED	\$0.00
800 Garcia St	Parked in Red zone/Vehicle Tag	1/18/2018	1/20/2018	CITED	\$50.00
800 Garcia St	Expired Registration	1/18/2018	N/A	CITED	\$50.00
800 Garcia St	Expired Registration	1/18/2018	N/A	CITED	\$50.00
297 Valenzuela St	Vehicle Tag/Citation	1/19/2018	1/22/2019	CITED	\$50.00
Oxnard & Valenzuela St	Vehicle Tag/Citation	1/19/2018	1/22/2018	CITED	\$50.00
Oxnard & Valenzuela St	Vehicle Tag/Citation	1/19/2018	1/22/2018	CITED	\$50.00
Oxnard & Valenzuela St	Vehicle Tag/Citation	1/19/2018	1/22/2018	CITED	\$50.00
2nd & Bass Ave	Vehicle Tag/Citation	1/19/2018	1/22/2018	CITED	\$50.00
2167 7th St	Muni Code	1/19/2018	N/A	ADVISED	\$0.00
7th & Rio Frio St	Muni Code	1/20/2018	N/A	ADVISED	\$0.00
613 Garcia St	Vehicle Tow	1/24/2018	N/A	TOT	N/A
309 Blanco St	Vehicle Tow	1/24/2018	N/A	TOT	N/A
632 Dela Cruz	Muni Code	1/25/2018	N/A	ADVISED	N/A
2099 7th St	Muni Code	1/25/2018	N/A	ADVISED	N/A
430 Black Ave	Muni Code	1/26/2018	N/A	CLEARED	N/A
320 Black Ave	Muni Code	1/26/2018	N/A	CLEARED	N/A
				<b>TOTAL</b>	<b>\$800.00</b>



# **POLICE**

## **M E N D O T A**

### **MEMORANDUM**

**Date:** February 2, 2018  
**To:** Vince DiMaggio, City Manager  
Mendota City Council Members  
**From:** Gregg L. Andreotti, Chief of Police  
**Subject:** Monthly Report for January 2018

#### **Significant Cases:**

An unknown suspect vandalized the victim's vehicle window while it was parked on Pucheu Street. A possible BB gun was used.

Injury traffic collision at Oller/Belmont resulted in multiple passengers with minor injuries being transported to CRMC ER.

Subject check at 7<sup>th</sup>/Lolita discovered an active warrant for his arrest. He was arrested, cited and released.

An unknown suspect shot the front grill of the victim's vehicle while it was unoccupied and parked on Lolita Street. The unknown projectile entered the engine compartment.

Subject check of a person passed out by 7<sup>th</sup>/Rio Frio found him to be intoxicated and unable to care for himself. He was turned over to EMS due to his level of intoxication.

An unknown suspect is vandalizing the victim's vehicle while it is parked on Puchue Street. A possible BB gun is believed to be the weapon used.

Subject check by Maria/Guillen Parkway discovered he was in possession of drug paraphernalia. He was arrested, cited and released.

An unknown suspect vandalized the victim's vehicle with a scratching tool while it was believed to be parked by Quince Street.

A subject was contacted on 6<sup>th</sup> Street and found to be intoxicated. He was arrested, cited and released to a sober adult.

Police, Code Enforcement and the City Building Inspector served an Inspection Warrant at a residence on 7<sup>th</sup> Street. Violations were photographed and will be documented.

An unknown suspect entered a building to a business on Naples and stole items.

Injury traffic collision discovered the driver causing was intoxicated. EMS responded and treated the injured. The intoxicated driver was arrested for DUI and transported to Jail.

Subject check at 5<sup>th</sup>/Marie discovered an outstanding warrant for his arrest. He was arrested and transported to Jail.

Disturbance at a residence on Sorenson resulted in the suspect hitting the victim. The suspect fled prior to officers arriving.

Disturbance at a local park resulted in the victim being hit by suspects. The victim was uncooperative and refused to identify the suspects.

Subject check on Naples discovered he was very intoxicated. He was arrested, cited and released to EMS for transport to CRMC.

Probation compliance check at a residence on 6<sup>th</sup> Street discovered a subject with outstanding warrants. He was arrested and transported to Jail.

Officers discovered an intoxicated subject lying on the ground by 7<sup>th</sup>/Naples. He was arrested and transported to Jail.

An unknown subject vandalized the victim's property by spray painting graffiti on a wall.

Subject check at Smoot/Sorensen discovered he is on active probation and in possession of a meth pipe. He was arrested, cited and released.

Subject check at Oller/7<sup>th</sup> discovered he was intoxicated. He was arrested, cited and turned over to a sober adult.

Subject check at Oller/6<sup>th</sup> discovered he was on active probation and wanted on outstanding warrants. He was arrested and transported to Jail.

Vehicle stop at Belmont/Derrick discovered the driver was wanted on an active warrant. He was arrested, cited and released.

Attempt arrest per Probation resulted in the violator being located and arrested. At the time he was with his girlfriend who was also wanted on an outstanding warrant and arrested. Both were transported to Jail.

A suspicious person was reported in the parking lot of a local mini mart on Oller. Officers contacted him and discovered he was extremely intoxicated. He was arrested, cited and released to EMS for transport to CRMC for treatment.

Assist to Cal Fire regarding a possible arson in an apartment unit on 2<sup>nd</sup> Street. The known suspect lit furniture on fire after an argument with subjects in the apartment and then fled the scene. Officers assisted the Fire Investigator handling the investigation.

An unknown suspect vandalized a window of a residence on Sorenson. Follow up investigation determined it may be a juvenile crime.

Subject check on L Street discovered an outstanding warrant. She was arrested and transported to Jail.

Two unknown suspects entered a local Dollar store, gathered miscellaneous items and left through a rear door without paying. Surveillance video did not capture the event.

Disturbance on Kate Street resulted in the known suspect damaging a neighbor's vehicle. The suspect fled prior to officers arriving.

Bicycle stop by Stamoules/7<sup>th</sup> Street discovered active warrants for the arrest of the rider. He was arrested, cited and released.

Vehicle stop on 2<sup>nd</sup> discovered the driver's CDL was revoked for a prior DUI and he had an outstanding warrant for his arrest. He was also found to be intoxicated and arrested for DUI. He was later cited and released to a sober adult.

Vehicle stop by Pucheu/7<sup>th</sup> discovered the driver's CDL was suspended due to a prior DUI and he was wanted on outstanding warrants. He was also found to be intoxicated and arrested for DUI. He was cited and released to a sober family member.

Subject check by Quince/10<sup>th</sup> Street on a known wanted parolee resulted in him attempting to flee on foot. Officers captured and arrested him on the parole violation. He was transported to Jail.

Unwanted subject at a local mini mart on Oller Street found him to be intoxicated and wanted on outstanding warrants. He was uncooperative with officers when arrested and was transported to Jail.

Resident tampering with City Utilities servicing at a residence on Gregg Court. Investigation is ongoing.

Subject check on Lolita Street located an outstanding warrant. He was arrested, cited and released.

Suspicious subjects at a local park resulted in two FI's for information.

Officers witnessed a subject struggling to restrain another on 7<sup>th</sup> Street. Upon contact officers discovered the restrained subject had physically assaulted another person on scene. He was arrested and transported to Jail.

Vehicle stop by Tuft/Sorensen discovered the driver's CDL was suspended and he was wanted on outstanding warrants. He was arrested, cited and released.

After officers contacted a suspicious subject on Petry Street they discovered he was in possession of drug paraphernalia. He was arrested, cited and released.

Suspicious subject by Garcia/Blanco. Upon arriving officers discovered he was intoxicated. He was arrested, cited and released to a sober adult.

Unwanted subject at a residence on Holmes. Officers discovered he was wanted on outstanding warrants. He was arrested and transported to Jail.

Disturbance at a residence on 2<sup>nd</sup> discovered the known suspect threatened violence upon the victim. The suspect fled prior to officers arriving.

The Fresno County ACT team assisted Mendota Officers with the apprehension of two wanted subjects. ACT Officers transported both to Jail.

A student was found in possession of marijuana while on a school campus. He was cited and released to a parent.

Disturbance at a residence resulted in a suspect hitting the victim. The suspect was arrested and transported to Jail.

Disturbance at a residence on Gregg Court discovered the subject causing was wanted on an outstanding warrant. He was arrested and transported to Jail.

Non-injury traffic collision at Derrick/5<sup>th</sup> Street. Solo impact into stop sign pole. Public works notified.

Speed enforcement on Oller btw. 9<sup>th</sup> and Belmont yielded multiple vehicle stops and a citation.

Suspicious subject at Naples/8<sup>th</sup> was located and found to be intoxicated. He was arrested and transported to Jail.

An unknown suspect stole the registration tab from the victim's vehicle while it was parked on I Street.

Vehicle stop at 9<sup>th</sup>/Oller discovered the driver was intoxicated. He was arrested for DUI and then cited and released to a sober adult.

Non-injury hit and run traffic collision in the parking lot of a local mini-mart on Marie Street. An unknown suspect drove a vehicle into the fence on the property and then fled. No surveillance camera view of the location.

Subject check at Kate/Divisadero discovered he was intoxicated. He became combative when officers began to take him into custody. His resistance was overcome; he was arrested and transported to Jail.

Disturbance on Barajas Court regarding subjects attacking another with a bat. Fresno Sheriff Deputies assisted. The victim had visible injuries to his face, but he and his family were uncooperative and refused to provide suspect info or case details to officers.

Non-injury traffic collision with a signal pole at Oller/9<sup>th</sup>. Cal Trans was notified.

Indecent exposure on 7<sup>th</sup> Street. Officers located the suspect. The victim pressed charges. The suspect was arrested and transported to Jail.

Vehicle stop discovered the driver was not licensed and is a known gang associate. He was cited and FI'ed for information.

Suspicious vehicle parked on 4<sup>th</sup> Street. Officers discovered one adult and four juveniles inside and the odor of Marijuana. Two marijuana pipes were located and the adult claimed possession. He was cited and released and the juveniles were turned over to parents.

An unknown suspect stole a vehicle from the 300 block of Rios.

Vehicle stop at Derrick/7<sup>th</sup> discovered he was driving on a suspended CDL and wanted on outstanding warrants. He was arrested, cited and released.

A business supervisor contacted officers at the Police Department to report the theft of firearms from an employee.

A known suspect hit the victim while at school. The suspect was contacted and filing sent to the Probation Department.

Non-injury traffic collision at 7<sup>th</sup>/Oller. Both parties remained on scene.

Vehicle stop at 7<sup>th</sup>/Quince determined the vehicle was stolen. Officers found the driver to be on parole and in possession of narcotics and marijuana packaged for sale along with sales paraphernalia. He was arrested and transported to Jail.

Subject check on 7<sup>th</sup> Street discovered an outstanding warrant. He was arrested, cited and released.

The victim of a robbery contacted officers and reported unknown suspects attacked him and stole his wallet. Follow up was unable to identify the suspects.

A subject caused a disturbance at a local church on 5<sup>th</sup> Street. Officers located him outside the church and determined he was intoxicated. He resisted officers as they attempted to arrest him. He was taken into custody and transported to Jail.

The victim in the prior robbery was contacted in front of a local mini-mart and found to be in possession of an illegal knife. He told officers he was looking for the suspects who robbed him to seek revenge. He was arrested and transported to Jail.

Hit and Run traffic collision at Oller/2<sup>nd</sup> resulted in damage to a city street pole. Public works advised and responded.

Subject check by Smoot/Sorenson discovered an outstanding warrant for his arrest. He was arrested, cited and released.

Subject check resulted in an FI for information.

Vandalism at a residence on Tuft Street. The victim said a known suspect threw a rock through the window and she wanted to press charges. Officers located the suspect and when they approached him he fled on foot. He was later located in a local park and again fled on foot. This time, he fought with officers as they attempted to take him into custody. He was arrested and transported to Jail. One officer received a minor muscle strain during the physical confrontation.

Unwanted subject on private property on Kate Street. The victim told officers the known suspect refuses to leave her property. Officers confront the suspect who resists and attempted to fight them. He is arrested and transported to Jail.

Unwanted subject at a business on Oller Street. Upon arriving officers contact the suspect and discover he is wanted on outstanding warrants. He was arrested, cited and released.

A known suspect was confronted by two known victims by an apartment on Lozano Street. During the confrontation a fight began and the suspect acquired a knife. He stabbed one victim in the back and the other received stab and cut wounds to his arms. Both victims were turned over to EMS (non-life threatening). Officers located the suspect in the area and took him into custody. He was later transported to Jail.

A stolen check was chased at a local market on Derrick. The store clerk obtained the ID of the suspect who cashed the check and provided it to officers. Investigation is ongoing.

An unlicensed kiosk was located on 7<sup>th</sup> Street and the operator was contacted. She did not have a City permit to operate. She was admonished, directed to City Hall for further information and FI'ed for information.

Vandalism to a vehicle on Sorenson. The victim reported and unknown suspect cut a wire on his vehicle while it was parked.

A known suspect trespassed on the victim's property, refused to leave and vandalized an appliance. Upon officers arriving and confronting him he refused orders and fought with officers. He was subsequently arrested and found in possession of Methamphetamine and a meth pipe. He was later transported to Jail.

Officers assisted Fresno Sheriff Detectives who were standing by with a victim at 4<sup>th</sup> /Oller. The victim told officers that approx 4 weeks ago she was hit by a known suspect. The investigation is ongoing.

A known suspect vandalized property on Lolita Street and then forced entry to a residence and attacked the person inside. After the attack the suspect fled to his own residence. When officers attempted to contact him he refused to exit. Fresno Sheriff Deputies and K9 assisted. When the suspect decided to exit he attempted to attack officers. The Sheriff's K9 and other resources were deployed. The suspect was arrested and transported to CRMC for treatment prior to Jail.

Subject check of a person lying on the sidewalk at Oller/7<sup>th</sup> discovered he was intoxicated and unable to care for himself. He was turned over to an adult family member who arrived on scene. The case will be filed.

### **Strategic Planning:**

- Department wide patrol shift change occurred on January 8<sup>th</sup>
- Met with MUSD Superintendant regarding renewal of SRO Program
- Met with representatives of Bike Masters who donated 5 rebuilt bicycles
- Participated in Farm Worker's Appreciation Day event
- Confirmed **February 20, 2018** for next Coffee with a Cop and Councilmember event
- Confirmed **February 8, 2018** for Explorer Post fundraiser.

### **Personnel Information:**

- The following Police Department positions remain vacant and frozen:
  - Two Police Officer
  - One Code Enforcement Officer
  - One Administrative Assistant
- One Police Sergeant remains on light duty while recovering from an OJI
- A volunteer intern began assisting Records Staff on a part time basis