



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor

VICTOR MARTINEZ
Mayor Pro Tempore

OSCAR ROSALES
ROBERT SILVA

AGENDA
MENDOTA CITY COUNCIL
Special City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
February 15, 2017
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

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 24, 2017.
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 24, 2017 THROUGH FEBRUARY 10, 2017
WARRANT LIST CHECKS NO. 042034 THRU 042132
TOTAL FOR COUNCIL APPROVAL = \$716,075.40
2. Proposed adoption of **Resolution No. 17-13**, amending the salary schedule for the position of Chief Plant Operator.
3. Proposed adoption of **Resolution No. 17-14**, entering into a mutual aid agreement with the Federal Correctional Institution, Mendota.
4. Council authorize the Mayor to execute a letter of support for H.R. 23, the Gaining Responsibility On Water (GROW) Act of 2017.
5. Council approval of a Community Development Block Grant funding agreement.
6. Council approval of an agreement to allow the City to participate in the Proteus Temporary Worker Program.

BUSINESS

1. Appointment of a Mendota resident to the Mendota Planning Commission.
 - a. *Receive report from Economic Development Manager Flood*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Mayoral appointment of a resident to the Mendota Planning Commission with Council motion of approval*
2. Council discussion and consideration of a grant and entering into a loan agreement for the automated water meter project.
 - a. *Receive report from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council take action as appropriate*

3. Council discussion and direction to staff regarding the sign ordinance and proposed adoption of **Resolution No. 17-12**, initiating an ordinance amending provisions of Title 17 of the Mendota Municipal Code relating to outdoor advertising and signs.
 - a. *Receive report from Economic Development Manager Flood*
 - 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*
 - e. *Council adopt Resolution No. 17-12*
4. Council discussion on the use of City letterhead.
 - a. *Receive report from Mayor Rolando Castro*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement
 - a) Monthly Report
2. Police Department
 - a) Monthly Report
3. City Attorney
 - a) Update
4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

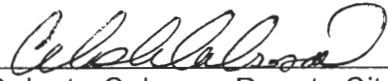
CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL -- PENDING LITIGATION
Pursuant to Paragraph (1) of subdivision (d) of Govt. Code Section 54956.9;
Edward Warkentine et al. v. Hector J. Soria, et al., U.S. District Court Eastern
District Case No. 13-cv-01550.

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 Special Meeting of February 15, 2017, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, February 10, 2017 at 4:00 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

January 24, 2017

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

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Victor Martinez, Councilors Joseph Amador, Oscar Rosales, and Robert Silva.

Council Members Absent: None.

Flag salute led by Councilor Amador.

Invocation led by Pastor Mario Plascencia from Christian Life Tabernacle.

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 Amador; unanimously approved (5 ayes).

SWEARING IN

1. Deputy City Clerk Cabrera to swear in Reserve Police Officers Maria Escobedo and Andrew Salazar.

Mayor Castro introduced the item and Chief Andreotti provided a biography for each of the officers to be sworn in.

Deputy City Clerk Cabrera swore in the officers.

Members of the City Council provided advice and thanked the officers for their coming service.

At 6:12 p.m. Mayor Castro announced that there would be a recess.

At 6:19 p.m. the Council reconvened in open session.

PRESENTATION

1. Fresno County Assessor-Recorder Paul Dictos to make a presentation to the City Council.

Mayor Castro introduced the item and Fresno County Assessor-Recorder Paul Dictos presented on the responsibilities and duties of his office; the assessed valuation in the City of Mendota; the importance of his office receiving Mendota's building permit reports; the breakdown of how tax revenues are distributed; information on a deferred tax program for property owners; and that any person can contact his office if they have any questions.

Discussion was held on the benefit of Mr. Dictos taxing landowners previously exempt due to provisions of the Williamson Act.

2. Council to honor Council Member Joseph Amador for his service.

Mayor Castro introduced the item and presented a plaque to Councilor Amador and Councilor Amador thanked the Council and members of the public for their support.

Members of the Council thanked Councilor Amador for his service to the community.

At 6:36 p.m. Mayor Castro announced that there would be a recess.

At 7:03 p.m. the Council reconvened in open session.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Dino Perez (Westside Youth Inc.) – thanked Councilor Amador for his service.

Councilor Amador thanked Westside Youth Inc. and various members of the public.

Joe Gomez (2033 7th Street) – stated that he would meet with Mayor Castro individually in the future.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the special and regular City Council meetings of January 10, 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 Councilor Amador; unanimously approved (5 ayes).

CONSENT CALENDAR

1. JANUARY 09, 2017 THROUGH JANUARY 19, 2017
WARRANT LIST CHECKS NO. 041977 THRU 042033
TOTAL FOR COUNCIL APPROVAL = \$207,570.97
2. Proposed adoption of **Resolution No. 17-08**, initiating proposed revisions and additions to Mendota Municipal Code in re siting and permitting of wireless telecommunications facilities.
3. Proposed adoption of **Resolution No. 17-09**, initiating an ordinance amending Chapter 9.36 of the Mendota Municipal Code Relating to recreational marijuana and cultivation.
4. Proposed adoption of **Resolution No. 17-10**, authorizing the payment of retainage to contractor for Mendota Elementary School Pedestrian Improvements Project.

A request was made to pull item 3 for discussion.

A motion was made by Councilor Silva to adopt items 1, 2, and 4 of the Consent Calendar, seconded by Councilor Amador; unanimously approved (5 ayes).

3. Proposed adoption of **Resolution No. 17-09**, initiating an ordinance amending Chapter 9.36 of the Mendota Municipal Code Relating to recreational marijuana and cultivation.

Discussion was held on staff drafting the proposed ordinance and the position that the Council wants to have on the issue.

A motion was made to adopt item 3 of the Consent Calendar by Councilor Amador, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

BUSINESS

1. Council to receive report on filling the City Council Member vacancy.

Mayor Castro introduced the item and City Attorney Kinsey reported on the options that the City Council has in regards to filling the vacancy; the appointment only filling the vacancy until the end of its term; the process of appointing a City Council Member; and Council providing direction to staff.

Discussion was held on how other cities fill their vacancies; the costs associated with holding a special election; the benefits of appointing an individual to the City Council; and the process of appointing an individual to the Council.

A motion was made by Councilor Amador to fill the vacancy through the appointment process, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

Discussion was held on the timeline of appointing a Council Member.

2. Appointment of Mendota residents to the Mendota Recreation and Planning Commissions.

Mayor Castro introduced the item and Economic Development Manager Flood summarized the report including that there will be Commissioners whose seats will be expiring at the end of the month; the Maddy Act process; the applications that were received; and how the motions will occur.

A motion was made by Mayor Pro Tem Martinez to approve Mayor Castro's request to appoint Albert Escobedo, Jonathan Leiva, and Kevin Romero to the Planning Commission, seconded by Councilor Rosales; unanimously approved (5 ayes).

A motion was made by Councilor Silva to re-appoint Paul Ochoa and Kevin Romero to the Mendota Recreation Commission, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

3. Introduction and first reading of **Ordinance No. 17-02**, authorizing the use of mail ballot elections.

Mayor Castro introduced the item and City Attorney Kinsey summarized the report including Council's direction to staff to move forward with holding a mail ballot election for a tax measure for public safety, and the process to hold the mail ballot election.

Discussion was held on whether the ordinance will impact future General or Primary Elections.

A motion was made by Councilor Silva to perform the first reading of Ordinance No. 17-02, with the second

reading waived, seconded by Mayor Pro Tem Martinez; unanimously approved (5 ayes).

PUBLIC HEARING

1. Proposed adoption of **Ordinance No. 17-01**, amending the Official Zoning Map of the City of Mendota to reflect a change of zone for Assessor's Parcel Number 012-200-26 and **Resolution No. 17-07**, in the matter of Application No. 16-01, Tentative Parcel Map No. 16-01.

Mayor Castro introduced the item, stated that he would recuse, and stepped out of the Council Chambers at 7:39 p.m.

Jeff summarized the report including that the ordinance would rezone the subject property to R-1; the inclusion of a Tentative Parcel Map; splitting the parcel into two separate parcels; and an environmental impact report not being required for this project but it being required when there is developmental proposal in the future.

At 7:42 p.m. Mayor Pro Tem Martinez opened the hearing to the public and, seeing no one present wishing to comment, closed it in that same minute.

A motion was made by Councilor Amador to adopt Ordinance No. 17-01 and Resolution No. 17-07, seconded by Councilor Silva; unanimously approved (4 ayes, absent: Castro).

At 7:44 p.m. Mayor Castro returned to the Council Chambers.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Public Works
 - a) Monthly Report

Public Works Director Gonzales reported on issues that arose from the recent rains and crews working on filling potholes.

Council commended the Public Works staff for their work and discussion was held on individuals wasting water.

2. City Attorney
 - a) Update

Nothing to report.

3. City Manager

City Manager DiMaggio reported Townsend Public Affairs staff is creating an itinerary

for the upcoming Washington D.C. trip; emergency funds that the state has made available for certain counties that have been affected by the recent rains; and thanked Councilor Amador for his service.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Mayor Pro Tem Martinez thanked Councilor Amador for his service.

Councilor Silva reported on various meetings he attended.

Councilor Amador reported on an app called Nextdoor.

Councilor Rosales thanked Councilor Amador for his service and thanked staff for their hardwork.

2. Mayor

Mayor Castro reported on Davena Witcher not obtaining all of the funds needed to construct the AMOR wellness center immediately.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Pursuant to Paragraph (4) of subdivision (d) of Section 54956.9 ([1] potential case).

At 8:04 p.m. the Council moved into closed session.

At 8:28 p.m. the Council reconvened in open session and City Attorney Kinsey reported that in regards to item 1 of the closed session, there was nothing to report.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:29 p.m. by Mayor Pro Tem Martinez, seconded by Councilor Rosales; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
01/24/2017 - 02/10/2017
Check # 042034 - 042132

Date	Check #	Amount	Vendor	Department	Description
January 24, 2017	42034	\$645.88	AFLAC	GENERAL	AFLAC INSURANCE FOR JANUARY 2017
Januray 24,2017	42035	\$25,835.16	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR FEBRUARY 2017
Januray 24,2017	42036	\$69.88	COMCAST	GENERAL-WATER-SEWER	XFINITY INTERNET SERVICE FEBRUARY 2017
Januray 24,2017	42037	\$24,740.26	PG&E	GENERAL-WATER-SEWER-STREETS	CITY WIDE UTILITIES 12/08/16- 01/07/17
Januray 24,2017	42038	\$2,082.21	PURCHASE POWER	GENERAL-WATER-SEWER	METER REFILL 12/26/2016, 1/06/2017, 1/12/2017
Januray 24,2017	42039	\$626.78	HOME DEPOT CREDIT CARD SERVICES	GENERAL-WATER-SEWER	LAMP 120V ELECTRIC, 3D CELL FLASHLIGHT POLICE DEPARTMENT, LIGHT BULBS, BALL ANIMAL UPRIGHT VACUUM, 01/16/17- 02/13/17
Januray 24,2017	42040	\$3,472.51	AMERITAS GROUP	GENERAL	DENTAL INSURANCE FEBRUARY 2017
January 25,2017	42041	\$106,193.23	WEST AMERICA BANK	GENERAL	PAYROLL TRANSFER 01/09/17- 1/21/17
January 27, 2017	42042	VOID			
January 27,2017	42043	\$89,023.01	FRESNO COUNTY FIRE	GENERAL	FY 16/17 FIRE PROTECTION SERVICES: 7/01/16- 12/31/16- 1ST INSTALLMENT
January 27,2017	42044	\$50.00	SONORA WIRELESS	WATER- SEWER	REPLACEMENT SCREEN FOR CELL PHONE
January 31, 2017	42045	VOID			
January 31,2017	42046	\$5,000.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	MEDICAL CHECK RUN 1/25/2017
January 31,2017	42047	\$99.46	AGRI VALLEY IRRIGATION, INC.	WATER	(2) MALE ADAPTER (1) NIPPLE KING STEEL (WATER)
January 31,2017	42048	\$539.08	ALERT-O-LITE	SEWER	SANDBAG WHITE PLASTIC
January 31,2017	42049	\$986.12	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER- SEWER	MAINTENANCE CONTRACT FOR CITY HALL AND POLICE DEPARTMENT COPY MACHINE JANUARY 2017
January 31,2017	42050	\$1,734.83	AT&T	GENERAL- WATER- SEWER	TELEPHONE SERVICES CITY-WIDE 12/25/16-1/24/17
January 31,2017	42051	\$887.54	BEST UNIFORM	GENERAL	(1) BODY ARMOR (M.ESCOBEDO-PD)
January 31,2017	42052	\$3,804.50	BSK ASSOCIATES	WATER- SEWER	GENERAL EDT WEEKLY TREATMENT AND DISTRUBUTION, WASTE WATER WEEKLY ANALYSES, WASTEWATER WEEKLY ANALYSES, GENERAL EDT PROFILE
January 31, 2017	42051	VOID			
January 31,2017	42054	\$347.96	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR JANUARY 2017
January 31,2017	42055	\$60.74	COOK'S COMMUNICATIONS CORP	GENERAL	(1) KNOB SWITCH (1) REPAIR ROC BOARD (PD M82)
January 31,2017	42056	\$645.52	CORBIN WILLITS SYSTEMS, INC.	GENERAL-WATER- SEWER	MOMS-ENCHANCEMENT SERVICES FOR FEBRUARY 2017
January 31,2017	42057	\$1,182.70	DEPARTMENT OF CONSERVATION	GENERAL	STRONG MOTION INSTRUMENTATION AND SEISMIC HAZARD MAPPING FEES FOR 04/01/16- 06/30/16, 07/01/16- 09/30/16, 10/01/16- 12/31/16
January 31,2017	42058	\$21.00	FRESNO CITY COLLEGE	GENERAL	REGISTRATION FOR FIELD TRAINING OFFICER 10/19-21/16 (J. ARCIGA-PD)

CITY OF MENDOTA
CASH DISBURSEMENTS
01/24/2017 - 02/10/2017
Check # 042034 - 042132

January 31,2017	42059	\$50.00	FRESNO COUNTY AUDITOR'S OFFICE	GENERAL	PARKING CITATIONS FOR NOVEMBER 2016 (PD)
January 31,2017	42060	\$96.00	FRESNO COUNTY SHERIFF BUSINESS OFFICE	GENERAL	PRISONER PROCESSING SERVICES FOR DECEMBER 2016- POLICE DEPARTMENT
January 31,2017	42061	\$1,351.66	NORTHSTAR CHEMICAL	WATER	700,000 GALLON SODIUM HYPOCHLORIDE 12.5%
January 31,2017	42062	\$354.47	OFFICE DEPOT	GENERAL-WATER- SEWER	MANILLA FOLDERS LETTER(CITY HALL), FOLDER HANGING(CITY HALL), EPSON INK BLACK, RECORD BOOKS (WATER/SEWER) BOX VELOCITY PENS
January 31,2017	42063	\$26,633.50	PROVOST & PRITCHARD	GENERAL- WATER- SEWER- STREETS	WATER PROFESSIONAL SERVICES, CITY ENGINEERING SERVICES RETAINER- DEC 2016, PARCEL MAP 013-141-02, PROFESSIONAL SERVICE- MARIE/DIVIS
January 31,2017	42064	\$1,593.17	RAMON'S TIRE & AUTO SERVICE	GENERAL- STREETS	TIRE REPAIR- INSIDE PATCH- ANIMAL CONTROL, SWEEPER TIRE REPAIR, GRADER TIRE DISMOUNT/ MOUNT, DOUBLE COIN- ROAD GRADER
January 31,2017	42065	\$792.08	ERNEST PACKING SOLUTIONS SAN JOAQUIN SUPPLY	GENERAL-WATER- SEWER	GOVERNMENT BUILDINGS SPECIAL DEPARTMENT SUPPLIES: BLEACH, ARTISAN WHITE, AFFEX GERMICIDE, CAN LINER, HAND SOAP
January 31,2017	42066	\$1,767.13	BANKCARD CENTER	GENERAL- WATER-SEWER	CREDIT CARD EXPENSES FOR 12/29/16-01/25/17: JOBS AVAILBALE ADVERTISEMENT, COFERENCING, CITY COUNCIL MEETING LUNCH
January 31,2017	42067	\$590.00	TECH-MASTER PEST MANAGEMENT	GENERAL-WATER- SEWER AVIATION	GENERAL PEST CONTROL - CITY BUILDINGS
January 31,2017	42068	\$488.47	THE FRESNO BEE	GENERAL-WATER-SEWER	52- WEEK BUSINESS PACK NEWSPAPERS SUBSCRIPTION
January 31,2017	42069	\$6,020.00	TOM TUCKER	GENERAL-WATER-SEWER	CAMERA MONITOR & WIRING POLICE DEPARTMENT BREAKROOM (REIMBERSABLE)
January 31,2017	42070	\$201.00	UNITED HEALTH CENTERS	GENERAL-WATER-SEWER	PRE-EMPLOYMENT DRUG SCREENING (A.SALAZAR), (W.LLOYD), (M.GARCIA)
January 31,2017	42071	\$67.10	WECO	GENERAL-WATER-SEWER	ACETYLENE #4 100 CF FLAMMABLE UN10001
February 1, 2017	42072	\$60,000.00	DIEPENBROOK ELKIN GLEASEN	GENERAL	WARKENTINE/ TANKENSLEY- FIRST INSTALLMENT OF FIRE SETTLEMENT
February 06,2017	42073	\$59.47	GREGG ANDROTTI	GENERAL	EXPENSE REIMBURSEMENT- BUSINESS LUNCH W/ LAWFENFORPER, TRASH BAGS, BOXES FOR FPKIT
February 06,2017	42074	\$414.60	AT&T	GENERAL	AIRCARDS FOR 12/20/16-01/16/2017 (PD)
February 06,2017	42075	\$28.47	AUTOZONE, INC.	GENERAL	(2) DL-22 DURALAST WIPER BLADES UNIT #M80 (PD), (1) STP 5W-20 MOTOR OIL (PD)
February 06,2017	42076	\$400.00	CRYSTAL AVITIA	GENERAL	BLOOD DRAW- 12/08/2016 (1), BLOOD DRAW-12/22/2016 &12/24/2016 (2), BLOOD DRAW 01/28/2017 (1)
February 06,2017	42077	\$88.82	CROWN SERVICES	GENERAL-SEWER	TOILET 1XWEEK (PD), TOILET W/SINK 1XWK, TOILET W/SINK RENT(WWPT)
February 06,2017	42078	\$507.34	EXCEL SIGN CO.	GENERAL	(1) VEHICLE GRAPHICS FOR PATROL CAR UNIT #M80 (PD)
February 06,2017	42079	\$400.00	FAMILY HEALING CENTER	GENERAL	(2) MDIC ON 01/04/17 CASE 16-2241
February 06,2017	42080	\$540.00	NICHOLS CONSULTING	GENERAL	PREP. OF SB90/ STATE MANDATED COST CLAIMS 2ND INSTALL
February 06,2017	42081	\$2,820.46	R&B COMPANY	WATER	(15) CPLG PACK JOINT (10) CPLG (50) SS INSERT, (2) UTILITY BOX (2) CHK STL LID (100) TUBING
February 06,2017	42082	\$3,092.25	RON CAMPBELL TRUCKING INC.	STREETS	3 LOADS BASE, ROCK, & SAND 1/13/2017
February 06,2017	42083	\$65.00	JOSE ALFREDO SALOMON	WATER	REIMBURSEMENT FOR T-2 LICENSE (WATER)

**CITY OF MENDOTA
CASH DISBURSEMENTS
01/24/2017 - 02/10/2017
Check # 042034 - 042132**

February 06,2017	42084	\$1,048.36	SMITH & LOVELESS, INC.	SEWER	PUMP VAC REPAIR KIT FRP PARTS FREIGHT
February 06,2017	42085	\$1,061.00	STATE WATER RESOURCES CONTROL BOARD	WATER	ANNUAL FEE 01/01/17-12/31/17- SMOOT SORENSON MCCABE ANNUAL PERMIT FEE 01/01/17- 12/31/17- CITY OF MENDOTA
February 06,2017	42086	\$60.00	STATE WATER RESOURCES CONTROL BOARD WASTE WATER OPERATOR CERT PROGRAM	WATER	CERTIFICATE FOR WATER TREATMENT OP#2 J. SALOMON
February 06,2017	42087	\$2,040.50	THE BANK OF NEW YORK MELLON	SEWER	MENDOTA JOINT POWERS FINANCING AUTH. 2010 ADM FEE
February 06,2017	42088	\$3,500.00	TOWNSEND PUBLIC AFFAIRS, INC.	GENERAL-WATER-SEWER	CONSULTING SERVICES FOR THE MONTH OF JAN-2017
February 06,2017	42089	\$860.83	TRIANGLE ROCK PRODUCTS, INC.	STREETS	ST 3/8CM SC3000 ENVIRONMENTAL FEE- AGG/ ASPHALT
February 06,2017	42090	\$80.17	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	WET MOP/ 36" DRY MOP TERRYCLOTHS- REPLACE MATS
February 06,2017	42091	\$565.76	USA BLUEBOOK	WATER	(3) (OR) FREE CHLORINE REAGENT SET- (WPT), (2) 1/4X 3/8 OD NATURAL (2) TUBING-(WPT) CHEMICALS (1) POLYPROP SHUT OFF VALVE (2) 3/8
February 06,2017	42092	\$1,726.41	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELL PHONE SERVICE- 12/06/2016-01/06/2017
February 06,2017	42093	\$252.68	WALMART COMMUNITY/ RFCSLLC	GENERAL	(4) MEMO (2) DISC SLEEVES (1)- 50 PK DISC, TISSUE-PD
February 06,2017	42094	\$25.00	JOSEPH R. AMADOR	WATER	UTILITY DEPOSIT AMA0004- 241 FLEMING
February 06,2017	42095	\$133.22	JULIO CARBALLO	WATER	UTILITY DEPOSIT CAR0046- 643 NAPLES
February 06,2017	42096	\$37.26	JULIO FERNANDO TORRES	WATER	UTILITY DEPOSIT GOM0113- 303 BLANCO ST
February 07,2017	42097	\$89,295.54	WEST AMERICA BANK	GENERAL	PAYROLL TRANSFER 01/22/2017-2/04/2017
February 07,2017	42098	\$3,718.90	FRESNO COUNTY TAX COLLECTOR	GENERAL	SECOND INSTALLMENT 2016/17- WARKENTINE SETTLEMENT
February 07,2017	42099	\$12,560.52	FRESNO COUNTY TAX COLLECTOR	GENERAL	SECOND INSTALLMENT 2017/18- WARKENTINE SETTLEMENT
February 9, 2017	42100	\$27.23	AIRGAS USA, INC.	WATER	(1) CYL CARBON DIOXIDE 20 LB ALUM FOR JANUARY 2017
February 9, 2017	42101	\$825.24	AMERITAS GROUP	GENERAL	VISION INSURANCE FOR MARCH 2017
February 9, 2017	42102	\$166.16	AMERIPRIDE SERVICES INC	GENERAL-WATER-SEWER	UNIFORMS FOR PUBLIC WORKS/ UTILITIES/ GENERAL
February 9, 2017	42103	\$193.89	AT&T	GENERAL	POLICE DEPARTMENT DISPATCH
February 9, 2017	42104	\$175,885.85	AVISON CONSTRUCTION, INC.	STREETS	MARIE STREET & DIVISADERO STREET RECONSTRUCTION- 1ST
February 9, 2017	42105	\$323.75	CEN-CAL MACHINERY CO INC	WATER- SEWER- STREETS	(1) BOOM TRUCK- RIGHT OPERATION REPAIR
February 9, 2017	42106	\$85.65	COMCAST	GENERAL- WATER- SEWER	XFINITY CABLE SERVICE 01/26/2017- 02/25-2017
February 9, 2017	42107	\$175.00	CORELOGIC INFORMATION	GENERAL- WATER- SEWER	REALQUEST SERVICE FOR THE MONTH OF MARCH
February 9, 2017	42108	\$298.01	CROWN SHORTLAND CONCRETE	STREETS	(2) YD CONCRETE & DELIVERY

CITY OF MENDOTA
CASH DISBURSEMENTS
01/24/2017 - 02/10/2017
Check # 042034 - 042132

February 9, 2017	42109	\$485.00	DEPARTMENT OF JUSTICE	GENERAL	(4) FINGERPRINTS APPS (1) FBI FINGERPRINT JANUARY 2017(PD)
February 9, 2017	42110	\$947.58	EWING, FRESNO	GENERAL	2.5 GAL RANGER PRO LANDSCAPE MAINTENANCE- CHEMICALS
February 9, 2017	42111	\$310.00	DAVID A. FIKE, ATTORNEY AT LAW	GENERAL	PROFESSIONAL SERVICES: SPECIAL SERVICES JANUARY 2017
February 9, 2017	42112	\$78.50	FRESNO COUNTY	GENERAL	PARKING CITATIONS FOR DECEMBER 2016(PD)
February 9, 2017	42113	\$434.00	FRESNO MOBILE RADIO, INC.	GENERAL	31 TELEPHONE RADIOS FOR JANUARY 2017(PD)
February 9, 2017	42114	\$3,266.25	GIERSCH & ASSOCIATES INC.	SEWER	PROFESSIONAL SERVICES OCT-NOV LOZANO LIFT STATION
February 9, 2017	42115	\$664.40	GUTHRIE PETROLEUM INC.	GENERAL- WATER- SEWER	15/40 M/D 55 GALLONS
February 9, 2017	42116	\$35.88	ID CARDS, INC.	GENERAL	(2) CUSTOM PVC CARD (1) CUSTOM PVC LAMINATE (PD)
February 9, 2017	42117	\$313.81	INDUSTRIAL CHEMICAL LAB	SEWER	(50) LB SEWER CLEANER
February 9, 2017	42118	\$1,693.05	J R SIMPLOT COMPANY	WATER- SEWER- STREETS	16 GAL+GOALTENDER (1G) EPA# 62719-447
February 9, 2017	42119	\$1,150.00	LEAGUE OF CALIFORNIA CITIES	GENERAL- WATER- SEWER	DISPLAY AD WESTERN CITY MAGAZINE- DIRECTOR OF ADMIN. SERVICES
February 9, 2017	42120	\$326.47	NISSAN MOTOR ACCEPTANCE CORP.	GENERAL- WATER- SEWER	2015 NISSAN LEASE FOR FEBRUARY 2017
February 9, 2017	42121	\$200.37	AT&T	GENERAL- WATER- SEWER	MONTHLY TELEPHONE SERVICE JANUARY 26- FEBRUARY 25, 2017
February 9, 2017	42122	\$2,670.00	PRICE, PAIGE & COMPANY	GENERAL- WATER- SEWER- STREETS- REFUSE	COMPLETION OF ANNUAL REPORT 06/30/2016
February 9, 2017	42123	\$61.53	R.G. EQUIPMENT COMPANY	GENERAL	(3) BLADE- RECYCLER 20.5 INCH
February 9, 2017	42124	\$207.00	THE RADAR SHOP	GENERAL	RECERTIFIED RADAR UNITS (3) RADAR (5) TUNING (PD)
February 9, 2017	42125	\$250.00	RED WING SHOE STORE	WATER- SEWER	(1) BOOTS- LLOYD W. (1) BOOTS- SALOMON J.
February 9, 2017	42126	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT FOR COPY MACHINE(PD)
February 9, 2017	42127	\$31.27	THARP'S FARM SUPPLY	WATER	1X10 FT RATCHET STRAP RED
February 9, 2017	42128	\$2,278.49	VULCAN MATERIALS COMPANY	SEWER	COLD MIX 3/8 SCB ENVIRONMENTAL FEE AGG/ ASPHALT, 7.07 ST 1/2 INMM PG 64-10 ASPHALT
February 9, 2017	42129	\$10,561.91	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL- WATER- SEWER	LEGAL SERVICES: TERTIARY TREATMENT FACILITY 1/15/17
February 10, 2017	42130	\$8,465.45	AVISON CONSTRUCTION, INC.	STREETS	MENDOTA ELEMENTARY SCHOOL PEDESTRIAN IMPROVEMENT PROJECT- FINAL PAYMENT
February 10, 2017	42131	\$9,868.30	BSK ASSOCIATES	STREETS	PAVEMENT FAILURE INVESTIGATION- QUINCE ST JULY 2016, MARIE & DIVISADERO STREET RECONSTRUCTION NOVE 2016 & DEC 2016
February 10, 2017	42132	\$165.00	COSTCO MEMBERSHIP	GENERAL- WATER- SEWER	ANNUAL FEE FOR MARCH 2017- FEB 2018
		\$716,075.40			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CONSIDERATION OF SALARY SCHEDULE AMENDMENT – CHIEF PLANT OPERATOR
DATE: FEBRUARY 15, 2017

BACKGROUND

In reviewing the City’s overall salary schedule, it is noted that the position of Public Utilities Superintendent is paid at a higher rate than the position of Chief Plant Operator (CPO) despite the fact that the CPO position is supervisory to the Superintendent position. The present salary schedule is as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Plant Operator	\$25.0095	\$26.0100	\$27.3105	\$28.6760	\$30.1098
Pub. Utilities Sup.	\$27.6844	\$29.0686	\$30.5220	\$32.0481	\$33.6506

This misalignment of salaries most likely occurred when the Public Utilities Superintendent position was created a couple of years ago and the salary was set at what the industry standard was at the time of the position’s creation.

This “housekeeping” item will amend the salary steps for the Chief Plant Operator position to correctly reflect an appropriate differential between the two positions.

The City does not presently have a Chief Plant Operator and thus this change to the salary schedule will not have any effect on any current employees.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution adjusting the salary schedule for the Chief Plant Operator position.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
THE SALARY SCHEDULE FOR THE
POSITION OF CHIEF PLANT OPERATOR**

RESOLUTION NO. 17-13

WHEREAS, it was discovered that Mendota's salary schedule for the Chief Plant Operator position was set lower than the salary of the Public Utility Superintendent position, despite the Chief Plant Operator being supervisory to the Superintendent position; and

WHEREAS, it is important for proper administration to correct these errors when they are discovered; and

WHEREAS, the City does not presently have a Chief Plant Operator on staff and therefore the proposed change to the salary schedule will not impact any current employees;

WHEREAS, staff is proposing to set the salary schedule for the Chief Plant Operator as shown herein which represents an appropriately higher salary than the subordinate position of Public Utilities Superintendent:

Step	1	2	3	4	5
Hourly Rate	\$30.522	\$32.0481	\$33.650	\$35.332	\$37.098

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota to establish the salary schedule for the position of Chief Plant Operator as included herein.

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 15th day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM - STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: GREGG L. ANDREOTTI, CHIEF OF POLICE

VIA: VINCE DIMAGGIO, CITY MANAGER

SUBJECT: MUTUAL AID AGREEMENT: FCI-MENDOTA

DATE: FEBRUARY 3, 2017

ISSUE:

Should the City Council enter into a Mutual Aid Agreement between the City of Mendota and Federal Correctional Institution, Mendota.

BACKGROUND:

In February 2011 the Mendota Police Department (MPD) and the Federal Correctional Institution, Mendota (FCIM) entered into a Mutual Aid Agreement. This agreement expired in February 2016.

It is customary, especially in the realm of public safety, for neighboring jurisdictions to enter into mutual aid agreements, so that if either agency needs support, the others may come to their assistance, and vice-versa. MPD and FCIM are readying to enter into such an agreement. The services provided by FCIM and MPD will be supportive, and neither will be lead agency in the other's jurisdiction. The agreement (attached) establishes roles for each agency should the request for aid be given, and what is eligible to be requested.

The items agreed upon to be provided in such a circumstance include:

1. MPD: The MPD will provide assistance to FCIM staff responding to disturbances, escapes, or any other natural or man-made emergency and can provide traffic control and Highway 33 and California Avenue;
2. FCIM: The FCIM staff would support in overseeing prisoners, aiding in hostage situations, and supplies and equipment in disasters.

FISCAL IMPACT:

None to enter into agreement

RECOMMENDATION:

Staff recommends that the Council approved Resolution No. 17-14 to enter into the Memorandum of Understanding between the Mendota Police Department and Federal Correctional Institution Mendota, and authorize the Chief of Police to execute.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA REGARDING
ENTERING INTO A MUTUAL AID AGREEMENT
WITH THE FEDERAL CORRECTIONAL
INSTITUTION, MENDOTA**

RESOLUTION NO. 17-14

WHEREAS, in 2011 The City of Mendota Police Department (MPD) entered into a Mutual Aid Agreement with the Federal Correctional Institution, Mendota (FCIM); and

WHEREAS, it is customary, especially in the realm of public safety, for neighboring jurisdictions to enter in to a mutual aid agreement; and

WHEREAS, if either agency needs support, the others may come to their assistance, and vice versa; and

WHEREAS, the City of Mendota maintained the agreement relationship during the five (5) years of its existence; and

WHEREAS, the 2011 Mutual Aid Agreement expired in February 2016; and

WHEREAS, FCIM is requesting to reestablish the Mutual Aid Agreement with City of Mendota Police Department; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota does hereby approve the Chief of Police on behalf of the Mendota Police Department, to enter into a Mutual Aid Agreement with the Federal Correctional Institution, Mendota.

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 15th day of February, 2017, by the following vote:

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

Matt Flood, City Clerk



U.S. Department of Justice

Federal Bureau of Prisons

Western Regional Office

Office of the Regional Director

Stockton, California 95219

December 15, 2016

MEMORANDUM FOR JILL RYAN, CHIEF, FIELD ACQUISITION OFFICE

FROM: Mary M. Mitchell, Regional Director

SUBJECT: Memorandum of Agreement (MOA) Between the Federal Correctional Institution, Mendota, CA, and Mendota Police Department, Review and Concurrence

Based on the review and approval from the Regional Counsel's Office, I am providing my review and concurrence for the MOU between FCI Mendota and Mendota Police Department for mutual emergency assistance.

If you require additional information, please contact Dominic Ayotte, Deputy Regional Counsel, at (209) 956-9731.



Reviewed/Approved by
Dominic Ayotte, Deputy Regional Counsel

12/15/16
Date



INTERGOVERNMENTAL AGREEMENT

BETWEEN THE
FEDERAL CORRECTIONAL INSTITUTION, MENDOTA, CALIFORNIA
AND THE
Mendota Police Department
FOR
MUTUAL EMERGENCY ASSISTANCE

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Chapter 68 ("Stafford Act"), e.g., Sections 5170(a), (b); the Law Enforcement Emergency Assistance Act, 42 U.S.C. Chapter 111; and the Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. that address public health emergencies, this Memorandum of Agreement ("Agreement") is entered into between the United States Department of Justice ("DOJ") Federal Bureau of Prisons ("BOP") Federal Correctional Institution, Mendota, California, ("FCI Mendota") and the Mendota Police Department ("MPD"). The parties hereby agree as follows:

I. PURPOSE/SCOPE:

A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.

B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.

C. This Agreement supersedes the prior agreement between the parties on this same subject.

D. This Agreement shall not affect any pre-existing, independent relationship or obligation between the parties on any other subject, or with any third party or parties.

II. FCI MENDOTA ASSISTANCE TO THE MENDOTA POLICE DEPARTMENT:

A. Under current BOP authority and upon request from the Chief of Police, Mendota Police Department, the BOP Regional Director may direct the Warden or his/her designee to provide:

1. BOP staff to act ONLY:
 - a) as advisors for technical assistance, e.g., consultants for hostage situations or pandemic control measures (18 U.S.C. 4042(a)(4)); OR
 - b) to search for escaped state/local prisoners ONLY on BOP property (18 U.S.C. 4042(a)(1),(2)).
2. Transportation and/or temporary housing ONLY:
 - a) if state prisoners are sentenced prisoners, AND
 - b) if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. 5003).
3. Volunteer inmate work details for community service projects (18 U.S.C. 3622(b); 28 C.F.R. 551.60).
4. Emergency preparedness training and joint training exercises (42 U.S.C. 4742 and the Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. concerning public health emergencies).

B. Under the Emergency Federal Law Enforcement Assistance Act, 42 U.S.C. Chapter 111, and upon formal request by the state governor to DOJ pursuant to administrative procedures contained in 28 C.F.R. Part 65, DOJ may direct BOP to provide:

1. Any/all assistance listed above in section A.
2. BOP staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, who are trained to provide

support to staff and their family during and after a critical incident, a Disturbance Control Team ("DCT"), who are trained to disperse crowds, move participants, and gain and maintain control of a crisis situation. A Special Operations Response Team ("SORT") and Hostage Negotiation Team ("HNT").

3. Detention/Perimeter Security. Due to limited arrest authority, BOP staff may not take sole custody of the MPD's prisoners or perform perimeter security duties at a MPD facility but may perform other non-contact duties to free MPD staff to perform these duties.
4. Transportation. BOP vehicles and drivers may transport MPD prisoners, including pre-trial prisoners.
 - a. Ordinarily, MPD staff shall be present to maintain custody/supervision of MPD prisoners being transported.
 - b. BOP staff may take sole custody of MPD prisoners being transported ONLY if state law allows BOP staff to be deputized.
5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.
 - a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.
 - b. Large or specialized equipment and vehicles shall be operated by BOP staff or by MPD staff ONLY if the MPD has determined their staff possesses the necessary training to operate such equipment.
6. Weapons, ammunition, and chemical agents.
 - a. Weapons, ammunition, and chemical agents may be provided to MPD staff ONLY if the MPD has determined their staff possesses the necessary training to use such weapons, ammunition, and chemical agents.
 - b. BOP staff may not use weapons, ammunition or chemical agents to assist MPD without obtaining approval of the Deputy Attorney General.

c. In extraordinary circumstances, however, if the Director of the BOP concludes that waiting to obtain approval of the Deputy Attorney General would result in death or serious bodily injury to MPD staff or inmate hostages, BOP staff may employ weapons, ammunitions or chemical agents to assist the MPD.

d. All use of force by BOP staff must be consistent with DOJ/BOP policy.

C. Under the Stafford Act, upon Presidential declaration of a major disaster and coordination with DOJ implementing ESF 13 of the National Response Plan, the Federal Emergency Management Agency ("FEMA") may provide federal disaster relief funds to BOP by issuing Mission Assignments, pursuant to procedures contained in 44 C.F.R. Part 206, directing BOP to provide:

1. Any/all assistance listed above in section B.
2. Use of BOP facilities, including temporary housing for MPD prisoners, including pre-trial prisoners. As soon as possible, operational details for housing MPD prisoners beyond the resolution of the initial emergency shall be documented in a separate agreement.

III. MENDOTA POLICE DEPARTMENT ASSISTANCE TO FCI MENDOTA:

A. Upon request from the Warden or his/her designee, the MPD may provide assistance to FCI Mendota staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of FCI Mendota. Operational details for specific assistance shall be determined at the time of the emergency.

B. The MPD can provide traffic control if warranted at the 33rd Street and California Road intersections.

C. Under no circumstances will MPD staff:

1. Have command authority on site; or
2. Bring any type of weapon into the secure perimeter of FCI Mendota.

IV. FINANCIAL PROVISIONS:

A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.

B. Any reimbursement to BOP by MPD for unfunded expenses incurred in rendering Stafford Act assistance directed in FEMA Mission Assignments shall not be more than 25% of the total cost, per 42 U.S.C. 5170b(b).

C. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS:

A. PERIOD OF AGREEMENT/TERMINATION

1. This Agreement shall become effective upon the date of the last signature of authorized officials of both parties, as designated below, and shall remain in effect for FIVE (5) years unless terminated sooner by mutual written agreement of the authorized representative of both parties or by either party upon thirty (30) days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any successor leadership of either party unless terminated or modified.

B. MODIFICATION PROCEDURES. Either party may propose to modify this Agreement at any time. All proposed changes, deletions, modifications or additions to this Agreement shall be in writing and shall become effective only upon written concurrence of the authorized representative of both parties. No oral understanding or agreement shall be binding on any of the parties hereto.

C. SEVERABILITY. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining

provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law, including immunity provided in 42 U.S.C. 5148 for Stafford Act assistance rendered by the BOP. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

3. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party; e.g., a natural or man-made disaster.

E. DISPUTE RESOLUTION. In the event of a dispute between the parties, over the performance or alleged non-performance or breach of this Agreement, the parties will endeavor to use their best efforts to resolve that dispute informally through consultation and communication, or other forms of non-binding alternative dispute resolution ("ADR") mutually acceptable to both parties, such as mediation, prior to the filing of any action for enforcement. ADR must be mutually acceptable to both parties for its use in resolving any dispute.

F. THIRD PARTY CLAIMS. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

G. CONTACT INFORMATION: Each party shall provide to the other party a list of contact persons authorized to act as liaison with the other party. The list shall include names, titles, telephone numbers and e-mail addresses, and be updated as necessary.

In Witness Whereof, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the *Federal Correctional Institution, Mendota, California* and the *Mendota Police Department*.


**DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS**

CONCURRENCE BY:


Rafael Zuniga, Warden
Federal Bureau of Prisons
FCI Mendota

Date

BY:



Jill Ryan, Chief of FAO
Federal Bureau of Prisons

 Digitally signed by JILL RYAN
Date: 2017.01.20 10:39:18 -06'00'

Date

MENDOTA POLICE DEPARTMENT

BY:

Gregg L. Andreotti
Chief of Police, Mendota PD

Date

UNITED STATES CONGRESSMAN

DAVID G. VALADAO

H.R. 23, the *Gaining Responsibility on Water Act*

Title I. Central Valley Project Water Reliability

Restores water deliveries that have been cut off by environmental lawsuits and a series of illogical regulations by codifying the Bay-Delta Accord. Title I also reaffirms that if the State Water Project (SWP) and Central Valley Project (CVP) are operated consistent with the Bay-Delta Accord, they are in compliance with the requirements of the Endangered Species Act. Additionally, updates to the Central Valley Project Improvement Act (CVPIA) in Title I will ensure water resources are reliable, predictable, and available to fulfill contract supplies. Title I protects native species populations by allowing the removal or nonnative predatory fish in the Sacramento and San Joaquin Rivers, their tributaries, and the Sacramento-San Joaquin Rivers Delta, and allows artificially-spawned Delta smelt and Chinook salmon to be counted when determining fish populations. Title I replaces and satisfies the requirements of the San Joaquin River Restoration Settlement with a warm water fishery program.

Title II. CALFED Storage Feasibility Studies

Requires Reclamation to complete five feasibility studies for storage projects in California by certain time lines. This title also prohibits an administrative Wild and Scenic River designation from hindering the completion of the proposed Temperance Flat storage facility.

Title III. Water Rights Protections

Includes provisions designed to preserve water rights seniority and to protect the joint operation of the CVP and SWP.

Title IV: Miscellaneous California Water Provisions

Requires the Secretary of Interior, in consultation with the Secretary of Commerce, and the Secretary of the Natural Resources of the State of California, to publish an annual report to provide details regarding instream flow releases from the CVP and SWP, as well as the purpose and measured environmental benefit of the releases. Title IV protects private land owners, businesses, and power utilities whose existing buildings or facilities may be flooded as a result of the construction of any new or modified Federal surface water storage project. Title IV expresses Congressional disapproval and opposition to the violation of private property rights by the California State Water Resources Control Board and expresses the need to provide reliable water supplies to municipal, industrial, and agricultural users across the State.

Title V: Water Supply Permitting Act

The regulatory process of constructing new surface water storage - whether federally or non-federally owned - often involves a host of federal, state, and local permits and approvals from various agencies.

Throughout this process federal agencies are not required to coordinate their permits and approvals with one another and have little incentive to do so. As a result, conflicting agency permit requirements add time to the project planning and implementation process and increases the potential for last minute surprises that could endanger the success of a project or require significant additional work.

Title V creates a “one-stop-shop” permitting process to expedite construction of non-federal surface storage facilities. Specifically, this title establishes Reclamation as the lead agency for purposes of coordinating all reviews, analysis, opinions, statements, permits, licenses, or other federal approvals required under federal law. As the point of contact for the federal government, Reclamation shall coordinate the preparation of the unified environmental documentation that will serve as the basis for all federal decisions necessary to authorize the use of federal lands, as well as coordinate the project development and construction of qualifying projects. The consolidated permitting process authorized under this Title is modeled after the Obama Administration’s “Interagency Rapid Response Team for Transmission”.

The title also allows the Secretary of the Interior to accept and spend funds contributed by a non-federal public entity to expedite the evaluation of a permit relating to the qualifying project. This process is based on provisions authorized under Section 140 of P.L. 108-137 to finance upgrades to the Hetch Hetchy project, which provides water supplies to San Francisco California.

Title VI. Bureau of Reclamation Project Streamlining

Reclamation has built only one large multi-purpose water storage project, such as a dam or reservoir, over the last generation. One of the primary reasons is the length of study time and regulatory analysis required under current law. While the previous title is intended to help facilitate the construction of non-federal dams by requiring Reclamation to be the lead agency in coordinating multi-agency permitting reviews, Title VI is designed to speed up Reclamation’s feasibility study process on surface water storage that “would be owned, funded, or operated” by the agency, a water recycling or desalination project under the purview of Title XVI of Public Law 102-575, or a rural water supply project investigated under Public Law 109-451.

Modeled after Title VII in the Water Resources Reform and Development Act of 2014 (P.L. 113-121) – which passed the House by a vote of 412-4 and the Senate by 91-7 – the provisions found in Title VI would reform bureaucratic permitting procedures, strengthen oversight of the agency, and ultimately allow for a more efficient process of congressional approval of water resource projects.

Specifically, Title VI requires future Reclamation feasibility studies to be completed within three years after the date of initiation and have a maximum federal cost of \$3 million; providing for a maximum seven-year extension of that time and cost if the Interior Secretary provides a detailed justification to the non-federal project sponsor and the Congress. Title VI also requires the Interior Secretary to expedite the completion of any ongoing feasibility studies initiated before the date of enactment. If the Secretary determines that the project is justified in a completed report, he/she shall proceed to pre-construction planning, engineering, and design of the project.

To reduce the amount of duplicative review, Title VI directs the Interior Secretary to develop and implement a coordinated environmental review process with Reclamation and the non-federal project sponsor as lead agencies for expedited environmental review of a project. Finally, Title VI directs the Interior Secretary to develop and submit a report to the relevant committees in Congress that identifies project reports, proposed projects, and proposed modifications to studies and federal and non-federal cost estimates for all three. These activities would be similar to the studies listed in Section 7002 of P.L. 113-121, which authorized construction of projects by Congress.

Title VII. Accelerated Revenue, Repayment, and Surface Water Storage Enhancement

Under federal law, any irrigation district or water utility that receives contracted water from a Reclamation facility must repay its allocated portion of the capital costs of the federal water project if it has a capital repayment contract. These repayment costs are typically set forth in long-term contracts between a water district and the federal government. At the same time, irrigation districts are subject to federal land-use restrictions and paperwork requirements under the Reclamation Reform Act of 1982 (P.L. 97-293), as long as they owe a capital debt to Reclamation. The same law does not allow these water users to make an early repayment to the U.S. Treasury.

Title VII allows water users to pre-pay their repayment contracts. This prepayment arrangement is based on provisions included by the then-Democratic majority in the 111th Congress to help pay for the San Joaquin River Restoration Settlement Act. Title VII also creates a surface water storage enhancement program by directing the Secretary to use some of the receipts from early repayment to be used for the construction of new surface water storage.

Title VIII. Safety of Dams

Reclamation is responsible for maintaining over 400 dams in the western United States. Of those, 366 would likely cause loss of life if they were to fail. The Safety of Dams program allows modification of Reclamation dams if “the cause of which results from new hydrologic or seismic data or changes in the state-of-the-art criteria deemed necessary for safety purposes.” Modifications can include structural strengthening and construction of spillways, filters and drains. Under the current Safety of Dams program, Reclamation can only evaluate the corrective action necessary to repair the facility. Current federal law does not allow the agency to consider various types of dam improvements, including dam raises, while studying or making safety repairs.

This title allows Reclamation to study and construct, if found feasible and in compliance with Reclamation law, other dam improvements that would be paid for by project beneficiaries in conjunction with dam safety repairs under the Safety of Dams Act.

Title IX. Water Rights Protection

Western water law gives states the rights to develop their own systems of water law. Over the past few years, however, Westerners have seen a number of federal proposals that have attempted to extort their water rights in return for special use permits necessary to operate businesses and family farms.

Title IX prohibits the Departments of the Interior and Agriculture from conditioning or withholding issuance, renewal, amendments or extension of any land use permit on the limitation or encumbrance of any water right to the United States. It also prohibits requiring water users to apply for or acquire a water right in the name of the United States under state law as a condition or such a permit, and prohibits the federal government from asserting jurisdiction over groundwater withdrawals or impacts on groundwater resources.

For more information, please contact Congressman Valadao's Office at (202) 225-4695.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

February 16, 2017

The Honorable David G. Valadao
1728 Longworth Building
U.S. House of Representatives
Washington, D.C. 20515

Dear Representative Valadao,

California's Central Valley, which provides the majority of fruits and vegetables for the country, has been suffering from a drought, which has been made worse by federal regulations. As a result, over 300 billion gallons of water have been diverted away from the region in an effort to protect the Delta Smelt. Today, citizens and farmers in the Central Valley are receiving less water, if any at all, than they previously contracted for and purchased. The water system that established California as a beacon of ingenuity has been pushed to the wayside for a bait fish and has had devastating consequences for farmers, as they now fallow thousands of acres of farmland. In addition, many communities in the Central Valley have run completely dry, and have resorted to relying solely on trucks to deliver potable water to residents.

For years, you have fought to bring water back to the valley; this year is no different. We support your introduction of H.R. 23, the Gaining Responsibility On Water (GROW) Act of 2017. This legislation would ensure reliable water deliveries for our valley, secure private property and senior water rights, and save millions of dollars by ending wasteful protectionist plans. To ensure water reliability in the future, the bill obligates the federal government to complete feasibility studies for multiple water storage projects in California and increases the scope of investigation for dam safety throughout the West, including expansion.

Now is the time to enact long term, meaningful solutions to California's water supply issues and we are hopeful this legislation is the next step in addressing the challenges we face. We look forward to working with you on advancing H.R. 23, the GROW Act, this Congress.

Sincerely,

Rolando Castro
Mayor

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DAVID McGLASSON, CITY ENGINEER

VIA: VINCE DIMAGGIO, CITY MANAGER

SUBJECT: APPROVAL OF FUNDING AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT FOR
CONSTRUCTION OF IMPROVEMENTS ON 7TH STREET AT DERRICK

DATE: FEBRUARY 15, 2017

ISSUE

Should the Council approve the CDBG funding agreement with Fresno County for the Derrick and 7th Street project, accepting the grant, and authorize the City Manager, City Clerk and City Attorney to sign the necessary documents?

BACKGROUND

This project, which will complete the 7th Street improvements through the downtown area begin in 2009, has been in the works since 2011. There have been changes in the scope of work and in the potential funding sources due to changes in grant programs during that time. At this time, the project plans are virtually complete and the total project is estimated to cost \$882,119. The City has committed and budgeted local funds in the amount of \$577,393, and in 2015, the City approached the County to provide the balance of the funding. The County agreed to do so, and this agreement finalizes the details.

Once this agreement is signed and in place, and the County has given final approval to the project plans and specifications, the project will be advertised for bid. That is expected to occur by mid-March, with bids scheduled to open in April and construction starting in May. Staff will request authorization to go to bid at a later Council meeting, and will present a summary of the planned work at that time.

FISCAL IMPACT

Acceptance of this grant will have no fiscal impact on the General Fund. It will facilitate budgeted expenditures from the Gas Tax fund but will not require any budget revision.

RECOMMENDATION

Staff recommends that the City Council approve the attached CDBG grant funding agreement in the amount of \$304,726 of CDBG funds, and authorize the City Manager, City Attorney and City Clerk to sign the required documentation.

1 A G R E E M E N T

2 THIS AGREEMENT is made this _____ day of _____, 2017, by and
3 between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter
4 referred to as the "County", and the CITY OF MENDOTA, hereinafter referred to as the "City".

5 WITNESSETH

6 WHEREAS, the County has been designated as the sponsoring agency to administer and
7 implement the Community Development Block Grant (CDBG) Program activities for the County,
8 and its participating cities, in accordance with the provisions of Title I of the Housing and
9 Community Development Act of 1974, as amended, and the laws of the State of California; and

10 WHEREAS, CDBG funding has been made available to the County for housing and
11 community development activities; and

12 WHEREAS, the City has submitted the Mendota 7th & Derrick Reconstruction Project No.
13 15473 for CDBG funding; and

14 WHEREAS, the total cost of the Project is estimated at \$882,119 and the City has
15 committed local funds to the Project in the amount of \$577,393 and is in need of \$304,726 in
16 CDBG funding to complete the Project; and

17 WHEREAS, the County can make available \$304,726 in CDBG funds needed for the
18 Project from the City's 2015-2016 CDBG allocation (\$300,200) and from the City's remaining
19 balance of CDBG funds (\$4,526); and

20 WHEREAS, the Project is consistent with the objectives of the Fresno County
21 Consolidated Plan, including the annual Action Plan.

22 NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the
23 City and County agree as follows:

24 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

25 A. The Project consists of realigning 7th Street to provide a perpendicular
26 intersection with Derrick Avenue (State Route 33). The project includes street reconstruction,
27 landscape & landscape irrigation, new and replacement street lighting, decorative concrete, a
28 new memorial sign, pedestrian crossing improvements, and ADA-compliant curb returns. As part

1 of the realignment, a small park/plaza area will be created at the west end of 7th Street. Existing
2 utility and storm drainage infrastructure will be relocated and/or modified to accommodate the
3 proposed improvements. A portion of an existing parking lot will be reconfigured to
4 accommodate the street realignment. The improvements will provide safer vehicle and
5 pedestrian travel and improve the aesthetics of the area.

6 B. The Project site is within the City's existing easements or public rights-of-
7 way.

8 C. The work to be funded with CDBG funds is as follows:

9 1. Obtain all necessary permits.

10 2. Perform all necessary design engineering including, but not limited
11 to, surveying; testing; preparation of plans, specifications, and cost estimates; bid documents
12 and a cost or price analysis; review of bids and recommendation for award.

13 3. Prepare and advertise Project bid notices and award construction
14 contracts including, but not limited to, the printing of bid documents; publishing of notices; and
15 preparation of bid summary.

16 4. Perform all construction engineering including, but not limited to,
17 shop drawing review and approval; contract change order preparation; surveying; staking;
18 inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance;
19 and contract administration.

20 5. Provide related eligible improvements.

21 D. The Project budget is estimated to be as follows:

22	Construction	\$	718,134
23	Design & Construction Engineering		98,600
	Contingency, Permits & Misc.		<u>65,385</u>
24	Total	\$	882,119

25 E. Notwithstanding the estimates described in the above preliminary Project
26 budget, payments for the Project from CDBG funds will be based on the actual costs and shall
27 not exceed the total amount of \$304,726.

28 ///

1 F. The proposed funding for the Project will be provided from the following
2 sources:

3	CDBG	\$	304,726
4	Local Financial Contribution		<u>577,393</u>
	Total	\$	882,119

5 G. Prior to any changes that may occur which would modify the scope of the
6 Project, the City shall submit a written request to the County. The City shall send its written
7 request to:

8 Community Development Grants
9 County of Fresno
10 Department of Public Works and Planning
11 Community Development Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

12 If the Director of the County Department of Public Works and Planning determines the modified
13 Project is still eligible under the Federal CDBG regulations, the Director is authorized to permit
14 such modifications. The County shall specify in a letter to the City that any modifications to the
15 scope of the Project are authorized and that the City may proceed.

16 II. OBLIGATIONS OF THE COUNTY

17 A. The County shall provide up to, but not more than, \$304,726 of CDBG
18 funds to the City for the Project. All funds shall be paid to the City in accordance with Section V-
19 A of this Agreement.

20 B. The County shall review, within thirty (30) calendar days of receipt from the
21 City, the engineer selection process description and summary of the analysis as prepared by the
22 City to verify that a competitive process was conducted in accordance with U.S. Department of
23 Housing and Urban Development (HUD) procurement standards. The County shall specify in a
24 letter to the City that these conditions have been met and that the engineering contract can be
25 awarded.

26 C. The County shall review, within thirty (30) calendar days of receipt from the
27 City, the design plans and specifications for the Project as prepared by the City for compliance
28 with Federal regulations, and the total Project cost estimate to ensure sufficient funds are

1 available to complete the Project. The County shall specify in a letter to the City that these
2 conditions have been met and that the Project can be advertised.

3 D. The County shall also review, within twenty-one (21) calendar days of
4 receipt from the City, the name of the low bidder and cost or price analysis of the low bid
5 proposal prepared by the City to determine whether the contractor will be reasonably
6 compensated in accordance with Federal requirements, and to verify the contractor is bonded
7 and has not been disbarred or suspended from participating in Federal projects. The County
8 shall specify in a letter to the City that the conditions of this Section have been met and that the
9 contract can be awarded.

10 E. The County shall attend the pre-construction meeting between the City
11 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,
12 and to inform the City and contractor that the County will conduct field reviews to ensure labor
13 compliance and other conditions of the construction contract are being met.

14 F. The County shall conduct periodic inspections of the Project, as may be
15 required, to ensure that the intended use and group of beneficiaries of the Project have not
16 changed. Upon completion of the Project, but prior to the City's acceptance of the Project, the
17 County shall conduct a final inspection of the Project. The County shall specify in a letter to the
18 City that the conditions of this Section have been met.

19 III. OBLIGATIONS OF THE CITY

20 A. The City shall provide any and all sums of money in excess of \$304,726
21 that may be necessary to complete the Project. For the purposes of awarding the construction of
22 the Project within the Agreement amount, the bid documents should include any proposed
23 additive or deduct alternatives.

24 B. The City shall perform, or cause to be performed, all engineering work
25 required for the Project.

26 C. In selecting an engineer to perform any engineering work required for the
27 Project, the City shall go through a competitive process in accordance with County Policy and
28 HUD procurement standards. Prior to selection of the engineer, the City shall prepare a written

1 description of the process, perform a cost or price analysis, and submit the process description
2 and summary of the analysis to the County Community Development Division for review. The
3 City shall obtain a letter from the County specifying that the conditions of this Section have been
4 met.

5 D. The City shall specify in agreements with its consultants that all
6 engineering work funded with CDBG funds shall become the property of the City upon payment
7 by the City for the cost of such engineering work.

8 E. The City shall furnish evidence that it has free and clear title to all parcels
9 of land on which Project improvements will be located, with any liens or encumbrances noted,
10 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses,
11 permits and State and local approvals required for the completion of the Project.

12 F. Upon completion of the design engineering, the City shall submit the plans
13 and specifications to the County Community Development Division. The County will ensure
14 Federal CDBG requirements have been adhered to and review cost estimates to ensure
15 sufficient funds are available. The City shall obtain a letter from the County specifying these
16 conditions have been met and that the City is approved to advertise for bids to construct the
17 Project.

18 G. The City shall advertise for bids and shall award the construction contract
19 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
20 shall notify the County of the date, time, and location of the bid opening.

21 H. Within seven (7) calendar days following the bid opening, the City shall
22 furnish the County Community Development Division with the name of the low bidder and cost or
23 price analysis of the low bid proposal prepared by the City so that the County can verify with the
24 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is
25 bonded and has not been debarred or suspended from participating in Federal projects, and that
26 the contractor will be reasonably compensated in accordance with Federal requirements. The
27 City shall obtain a letter from the County specifying these conditions have been met and that the
28 City is approved to award the Project for construction.

1 I. The City shall conduct a pre-construction meeting with the contractor and
2 shall notify the County Community Development Division at least ten (10) calendar days prior to
3 the meeting so a representative of the County can be in attendance to discuss CDBG labor
4 compliance requirements for the Project.

5 J. Prior to the construction start date, the City shall give written notice thereof
6 to the County Community Development Division.

7 K. All proposed construction contract change orders shall not proceed until
8 prior written approval has been given by the County. Request for approval of a change order(s)
9 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
10 requirements, a map depicting the location of the work addressed with the requested change
11 order, and a written certification from the City that the approval of the change order is consistent
12 with the final construction cost estimate approved by the County. In addition, the City shall
13 certify that the change order is within the scope of the Project and is necessary to complete the
14 Project.

15 L. The City shall send its written description of the engineer selection
16 process, cost or price analyses, design plans, specifications, name of low bidder and low bid
17 proposal, public notices, and all written correspondence to:

18
19 Community Development Grants
20 County of Fresno
21 Department of Public Works and Planning
22 Community Development Division
23 2220 Tulare Street, 6th Floor
24 Fresno, CA 93721

25 M. The City shall comply with the mitigation measures, conditions and notes
26 identified in Initial Study/Environmental Assessment No. 7244 (the "Assessment"). A copy of the
27 Assessment will be provided to the City.

28 N. Upon completion of the Project, the City shall notify the County Community
Development Division thereof so a representative of the Division can perform an inspection of
the Project to determine that it was completed in accordance with the scope of work approved

1 and authorized pursuant to this executed Agreement.

2 O. Upon approval of Project completion by the County, the City shall provide
3 the County Community Development Division with a resolution of acceptance, or similar
4 documentation, demonstrating that the Project was completed in accordance with the scope of
5 work approved and authorized pursuant to this executed Agreement and any approved
6 subsequent amendments thereto and/or change orders, and that the City has accepted the
7 Project. Prior to the final request for payment, the City shall also provide the County with a copy
8 of the recorded Notice of Completion (NOC), a written summary of all Project work completed
9 with CDBG and other funds, and documentation to demonstrate compliance with Section 3 of the
10 Housing and Urban Development Act of 1968, as amended.

11 P. During the contract period, the City shall complete and submit annually
12 each June 1, and upon completion of the Project, a Project Outcome Measurement Report
13 (POM) form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by
14 reference. The POM shall contain the following information for the County's Federal reporting
15 purposes to the U.S. Department of Housing and Urban Development (HUD):

- 16 1. Total number of households/persons assisted.
- 17 2. Number of total households/persons assisted that:
 - 18 a. Now have new access to this type of public facility or
19 infrastructure improvement.
 - 20 b. Now have improved access to this type of public facility or
21 infrastructure improvement.
 - 22 c. Now are served by a public facility or infrastructure that is
23 no longer substandard.

24 Q. The City shall be responsible for maintenance of the improvements after
25 construction is completed and shall do so from non-CDBG resources.

26 R. The City must inform the County in writing of any program income
27 generated by the expenditure of CDBG funds. Any program income generated as a result of the
28 Project must be paid to the County. For purposes of this Agreement, program income is defined

1 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on
2 CDBG loans. If the City contributed financially to the improvement Project, the City may retain a
3 share of the program income in proportion to the City's contribution to the Project, after the City
4 has provided a written accounting acceptable to the County.

5 S. The City must obtain prior written approval from the County whenever
6 there is any modification or change in the use of any real property improved, in whole or in part,
7 using CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by
8 the City for a use which does not qualify under the CDBG Program, the City shall reimburse the
9 County in an amount equal to the current fair market value for the property, less any proportional
10 share thereof attributable to expenditures of non-CDBG funds. These requirements shall
11 continue in effect for the life of the improvements. In the event the CDBG Program is closed-out,
12 the requirements of this Section shall remain in effect for activities or property funded with CDBG
13 funds, unless action is taken by the Federal government to relieve the County of these
14 obligations.

15 T. The City acknowledges that the County may periodically inspect the
16 Project to ensure the property is being used as described in this Agreement. The City agrees to
17 provide any necessary information to the County to carry out such inspections. Furthermore, the
18 City agrees to take corrective action if the County determines that modifications to the use and
19 location of the Project have resulted in a violation of the Federal CDBG regulations.

20 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

21 A. The City, its consultants, contractors, and subcontractors shall comply with
22 all applicable State and Federal laws and regulations governing projects that utilize Federal
23 funds.

24 B. Whenever the City uses the services of a contractor, the City shall require
25 that the contractor comply with all Federal, State and local laws, ordinances, regulations and
26 Fresno County Charter provisions applicable in the performance of their work.

27 C. This Project is subject to the requirements of Section 3 of the Housing and
28 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall

1 require the prime contractor to complete and submit documentation prior to award of the
2 construction contract and upon Project completion that compliance with the Section 3 clause has
3 been met.

4 D. Whenever the City receives at least \$100,000 for a project from the
5 County's CDBG Program under this Agreement, the City shall complete and submit to the
6 County Community Development Division a "Certification of Payments to Influence Federal
7 Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form.
8 Likewise, before the City awards a contract using at least \$100,000 of such CDBG funds, the
9 City shall require the consultant and/or contractor and all their sub-consultants and/or
10 subcontractors to complete and submit these two (2) forms described hereinabove to both the
11 City and the County.

12 V. PAYMENT FOR THE PROJECT

13 A. At monthly intervals, the City shall submit a written request to the County
14 for payment of specified costs incurred in the performance of this Agreement. The request for
15 payment shall be accompanied by a written certification from the City that the request for
16 payment is consistent with the amount of work that has been completed, and that said work is in
17 accordance with the contract documents and this Agreement. The request for payment shall
18 also be accompanied by documentation acceptable to the County, such as invoices or vouchers
19 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.
20 After appropriate review and inspection, the County shall make payment from CDBG funds
21 provided in this Agreement for all eligible costs specified herein.

22 B. Any savings realized in the final cost of the Project, due to Project cost
23 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to
24 reduce the amount of this Project paid for with CDBG funds and shall be credited to the City's
25 CDBG allocation. If the City is required to provide any funds toward the Project, any cost
26 savings shall be first used to reimburse the City for its contribution in excess of the total amount
27 provided by this Agreement.

28 ///

1 C. Payment for advertising and award shall be based on the actual costs of
2 printing and noticing.

3 D. The County will not be bound by any agreement between the City and its
4 agents.

5 E. Upon the completion of the Project, the City shall submit to the County
6 Community Development Division a written request for final payment of costs which shall provide
7 a detailed description of the Project pay items and costs. The County shall not be obligated to
8 make any payments under this Agreement if the request for payment is submitted by the City
9 more than sixty (60) days after the Notice of Completion has been filed with the County
10 Recorder's Office. An extension to the sixty (60) day period may be granted by the Director of
11 the County Department of Public Works and Planning prior to the deadline if the City can
12 demonstrate just cause for the delay.

13 F. The County may withhold reimbursement to the City until a final POM,
14 recorded NOC, and written summary of all Project work completed with CDBG and other funds,
15 and evidence of compliance with the Section 3 clause as specified in Sections III-O and IV-C,
16 have been submitted to the County.

17 G. All requests for payment and supporting documentation shall be sent to:

18 Business Manager
19 County of Fresno
20 Department of Public Works and Planning
21 Financial Services Division
22 2220 Tulare Street, 6th Floor
23 Fresno, CA 93721

24 H. The City shall establish accounting and bookkeeping procedures in
25 accordance with standard accounting and bookkeeping practices, including, but not limited to,
26 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds
27 in accordance with the performance of this Agreement. All records and accounts shall be
28 available for inspection by the County, the State of California, if applicable, the Comptroller
General of the United States, and HUD or any of their duly authorized representatives, at all
reasonable times, for a period of at least five (5) years following final payment under this

1 Agreement or the closure of all other pending matters, whichever is later. The City shall certify
2 accounts when required or requested by the County.

3 I. The City, as a sub-recipient of Federal financial assistance, is required to
4 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as
5 amended. Whenever the City expends and/or receives CDBG funds from the County for the
6 Project, a copy of any audit performed by the City in accordance with said Act shall be forwarded
7 to the County Community Development Grants Program Manager within nine (9) months of the
8 end of any City fiscal year in which funds were expended and/or received for the Project. Failure
9 to perform the requisite audit functions as required by this paragraph may result in the County
10 performing any necessary audit tasks, or, at the County's option, the County contracting with a
11 public accountant to perform the audit. All audit costs related to the City's failure to perform the
12 requisite audit are the sole responsibility of the City and such audit work costs incurred by the
13 County shall be billed to the City as determined by County's Auditor-Controller/Treasurer-Tax
14 Collector. In the event the City is only required to perform an audit under the provisions of the
15 Act because the City is receiving CDBG funds, the County may perform, or cause to be
16 performed, the required audit to determine whether funds provided through this Agreement have
17 been expended in accordance with applicable laws and regulations. Any audit-related costs
18 incurred by the County under this provision shall be charged to the County CDBG Program. The
19 City agrees to take prompt and appropriate corrective action on any instance of material non-
20 compliance with applicable laws and regulations.

21 J. The City shall send a copy of the audit to:

22 Community Development Grants
23 County of Fresno
24 Department of Public Works and Planning
25 Community Development Division
26 2220 Tulare Street, 6th Floor
27 Fresno, CA 93721

28 VI. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, agents, employees and representatives, from any and all loss, liability, costs,

1 expenses and damage to persons or property, and from any and all claims, demands and
2 actions in law or equity (including attorney's fees and legal expenses) arising or alleged to have
3 arisen directly from any wrongful acts caused by its respective activities pursuant to this
4 Agreement.

5 VII. TIME OF PERFORMANCE

6 A. The following schedule shall commence on the date this Agreement is
7 executed by the County.

- 8 1. Complete Design Engineering and Submit to the County for Review
9 – March 30, 2017.
- 10 2. Complete County Review and Approval of Plans – May 2, 2017.
- 11 3. Begin Advertising for Bids – May 12, 2017.
- 12 4. Award Contract – July 11, 2017.

13 B. The Project's Notice of Completion shall be filed with the Fresno County
14 Recorder's Office no later than October 27, 2017.

15 C. The final POM Report, written summary of all work completed,
16 documentation demonstrating compliance with the Section 3 clause, and request for final
17 payment shall be submitted to the County no later than December 27, 2017.

18 D. The City shall give immediate written notification to the County Community
19 Development Division of any events that occur which may affect the above time schedule and
20 completion date and the time schedule specified in the contract documents, or any event that
21 may have significant impact upon the Project or affect the attainment of the Project's objectives.
22 The Director of the County Department of Public Works and Planning is authorized to make
23 adjustments in the above schedule if, in the Director's judgment, any delay is beyond the control
24 of the parties involved.

25 VIII. BREACH OF AGREEMENT

26 In the event the City fails to comply with any of the terms of this Agreement, the
27 County may, at its option, deem the City's failure a material breach of this Agreement and utilize
28 any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the County

1 deem a breach of this Agreement material, the County shall immediately be relieved of its
2 obligations to make further payment as provided herein. Termination of this Agreement due to
3 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal
4 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement
5 being terminated by the County in accord with a material breach of this Agreement by the City,
6 this Agreement may also be terminated for convenience by the County in accord with 24 CFR
7 85.44.

8 IX. TERMINATION OF PROJECT

9 A. If the City decides to cancel the Project covered by this Agreement, the
10 City shall submit a request in writing to the County Department of Public Works and Planning,
11 Community Development Division explaining just cause for the request. The Director of the
12 Department is authorized to approve such a request if, in the Director's judgment, there is just
13 cause for the Project's cancellation.

14 B. If the City's request to cancel the Project covered by this Agreement is
15 approved, the City shall promptly return to the County all payments of specified costs incurred in
16 the performance of the Agreement to date. CDBG funds returned from the cancelled Project
17 under this agreement may be credited to the City's CDBG allocation, as appropriate.

18 C. If the Director approves the City's request to cancel the Project, any
19 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
20 City's CDBG allocation, as appropriate.

21 X. VENUE; GOVERNING LAW

22 Venue for any action arising out of or relating to this Agreement shall be only in
23 Fresno County, California. The rights and obligations of the parties and all interpretation and
24 performance of this Agreement shall be governed in all respects by the laws of the State of
25 California.

26 XI. ENTIRE AGREEMENT

27 This Agreement constitutes the entire agreement between the City and the
28 County with respect to the subject matter hereof and supersedes all previous negotiations,

1 proposals, commitments, writings, advertisements, publications, and understandings of any
2 nature whatsoever unless expressly included in this Agreement.

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 G:\7205ComDev\Agendas-Agreements\2017\0328_Mendota7th&DerrickReconstruction15473_AGT.docx

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 above.

3 CITY OF MENDOTA

COUNTY OF FRESNO

4
5 By: _____
6 City Manager

Brian Pacheco, Chairman
Board of Supervisors

7
8 ATTEST:

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

9
10 _____
City Clerk, City of Mendota

By: _____

11
12 APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA
Auditor-Controller/ Treasurer - Tax

13
14 _____
15 City Attorney

By: _____
Deputy

16
17 REVIEWED AND RECOMMENDED

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

18
19
20 By: _____
21 Steven E. White, Director
22 Department of Public Works and
Planning

By: _____
Deputy

23
24 FUND NO: 0001
25 SUBCLASS NO: 10000
26 ORG NO: 7205
27 ACCOUNT NO: 7885
PROJECT NO: N15473
ACTIVITY CODE: 7219

REMIT TO:

City of Mendota
Attn: Vincent DiMaggio, City Manager
643 Quince Street
Mendota, CA 93640

Telephone: (559) 655-3291

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: _____ Project Name: _____

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, we request that you provide the following information:

1. Years Reported: _____ through _____

2. Enter the number of persons assisted that:

a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A

(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)

b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A

(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: _____ or N/A

(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____

4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____



Temporary Jobs Program for Drought Impacted Workers

Activity performing: (check one)

- Property Cleanup
 Utilities Restoration
 Repair of Public Structures
 Providing Public Services

Participant Name: _____
 Start and End Date of Placement: _____

TEMPORARY JOB CREATION MEMORANDUM OF AGREEMENT

La Cooperativa Campesina De California in Sacramento, California is the administrator of Temporary Jobs Program for Drought Impacted Workers to provide temporary employment to agricultural workers who were impacted by the drought, and to those workers who are long term unemployed. Member (hosting agency) is the Program Operator. This funding is for the purpose of providing financial relief to the drought victims and long term unemployed to assist them and their families recover from the disaster. All participants will be considered to be employees of La Cooperativa Campesina de California.

WORKSITE AGREEMENT

This agreement is entered into this _____ day of _____, 2017 between Proteus, Inc. hereinafter called Member and _____ hereinafter called the Temporary Worksite, for the purpose of providing temporary job creation for unemployed, underemployed and disadvantaged men and women qualifying under the EDD Temporary Jobs Program.

1. The Temporary Worksite will provide training for Trainees in the following job category: (Job Title)

2. Specific Job Duties: _____
3. Name and address of worksite: _____

4. Name and title of immediate supervisor:

5. Contingent upon funding, the term of this agreement shall be _____ through _____
Participants will not work more than 2,080 hours or earn more than \$28,000, whichever comes first.
6. The Temporary Worksite will provide the Trainee with temporary job creation experience at its facilities in accordance with the training outline.
 - a. The placement of the Trainee shall be a joint agreement with Member and the Temporary Worksite. The determination shall be based on the trainee's desire for a temporary job identified by Member and the Temporary Worksite's acceptance of the trainee after pre-assignment interview.
7. The Temporary Worksite is either a public or private 501 (c)3 nonprofit corporation or governmental agency or school. No participant may be sent to private, for profit worksites and work assignments must not be for private gain. Participants may not be used for religious work or promotion; however, assignments may be made to such human relief organizations as the Salvation Army, the Red Cross or local drought relief agencies so long as they qualified under IRS Code section 501 (c)3.

8. While La Cooperativa Campesina De California will be responsible for all payroll, workers compensation, accident and medical insurance, the Temporary Worksite will maintain normal liability and automobile insurance and will be considered responsible for normal safety considerations of the participant.
9. The trainee hired under this agreement shall be subject to the supervisory control of the Temporary Worksite.
10. The trainee who cannot comply with stipulated rules and regulations, or does not adhere to the supervision, will upon the recommendation of the Temporary Worksite supervisor to Member representative, be terminated from further training at the facility.
11. The Temporary Worksite agrees to allow Member representative on site visits to monitor and to maintain a close liaison with the Temporary Worksite supervisor.
12. If either the participant or their worksites wish to terminate an assignment early, for any reason, Member will be notified immediately.
13. The Temporary Worksite will comply with Member requests for timely and accurate reports of hours worked.
14. Because the participants are all La Cooperativa Campesina de California employees, regardless of location, they may be assigned to work at both Member (Project Operator) and the Temporary Worksite location during their employment. Similarly, Member may use several successive participants to fill a long term request at the Temporary Worksite.
15. All work projects given to participants must do specific drought impact mitigation work along with other work consistent with the core mission of the host agency.
16. The trainee's wages will not exceed ten dollars and fifty cents (\$10.50) per hour or the prevailing wage, whichever is greater. The participant's hourly wage to be paid is \$ _____ (Please note that overtime will be allowed under any circumstances)
17. Member will provide trainee with supportive counseling and job placement assistance designed to meet the needs of the participant and to develop employment opportunities for the participant.
18. Member will provide safety equipment including but not limited to boots, gloves, hard hats, rain gear, goggles, etc.
19. Placement of these temporary workers shall not displace or adversely impact regular/permanent employees of the host site.

MEMBER

Temporary Worksite Organization

 Authorized Signature
 Signature/Title

 Alternative Worksite Authorized
 Signature/Title

Date _____

Date _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILORS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: APPOINTMENT OF ALTERNATE PLANNING COMMISSIONER
DATE: FEBRUARY 15, 2017

ISSUE

Shall the Council appoint Abdulhafed Obaid as an alternate Planning Commissioner?

BACKGROUND

The Planning Commission has a current vacancy for an Alternate Planning Commissioner.

A notice was published announcing the vacancy (concurrent with the announcement of the Council vacancy) and staff received one application, from Mr. Obaid.

ANALYSIS

The alternate will act as a member of the Planning Commission, as he or she may participate and discuss an item at a meeting, as well as be called upon at any time to sit as a voting member of the Commission for all or part of any meeting. This includes the possibility of such cases as him or her sitting to vote on only one item at a meeting due to the absence or recusal of a regular Planning Commissioner.

Contrary to the procedure for regular members of the Planning Commission, which are appointed by the Mayor and approved by the Council, the alternate is appointed by the Council as a body (MMC 2.36.020(B)).

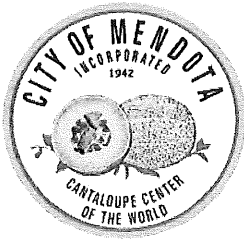
Mr. Obaid is a senior in high school but is 18 years of age and a registered voter living in the City of Mendota, which are the requirements for serving on the Planning Commission.

FISCAL IMPACT

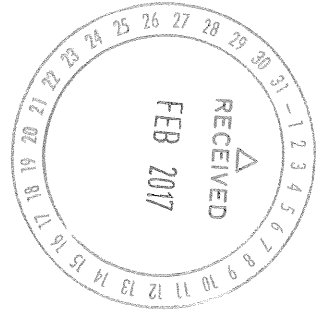
None.

RECOMMENDATION

Council discuss appointing a Mendota resident to serve as an alternate member of the Planning Commission.



CITY OF MENDOTA
643 QUINCE STREET
MENDOTA, CA 93640
(559) 655-3291



APPLICATION FOR MEMBERSHIP ON A CITY OF MENDOTA
COMMITTEE

Name of Board or Committee: Planning Commission

Applicants' name: Abdulhafed Obaid

Address: 310 Gomez st.

Telephone number: (559) 755-4141

Present occupation: Cashier at the Mendota Valley Food

Number of years as a Mendota resident: 11 years

Memberships:

Are you a member of any other community boards, commissions or committees? Yes No.

If yes please provide list: _____

At the initial formation of the committee you have the option of a 2 year or 4 year term, please select which you would like to serve. 2 years _____ 4years _____

Education:

Please state the highest year of school completed High School.

Please state any special areas of study, work experience or special area of interest that may be of value to this committee:


I am currently a senior at Mendota High School dated to graduate in the summer of 2017. I have recently been accepted into Fresno state University to study in the field of political science. I am well known in the community because I have been assisting my father in his business since a young age at the Mendota Valley Food.

Please give a brief statement of your views related to the business of this committee and why you would like to be a member.

Throughout my high school years I have watched the community grow with many new businesses such as McDonalds, Autozone, Dollar General, etc. These businesses not only flourish the community as a whole but also help supply the needs of many people that serve it. I intend to give back to the community by combining all of my knowledge from what I have previously learned and even get the opportunity to learn more.

Signature of Applicant:  Date: 2/2/2017

Accepted:

Signature of City Clerk:  Time: 9:00AM
Date: 2/3/17

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: RECEIVE INFORMATION ON THE AWARDING OF THE AMR GRANT AND
CONSIDER A LOAN WITH THE STATE OF CALIFORNIA FOR AMR METERS FOR
COMMERCIAL PROPERTIES.
DATE: FEBRUARY 15, 2017

ISSUE

Shall the City Council enter into an agreement with the State of California for a loan for new automated meter reading water meters for all commercial properties?

BACKGROUND

Over two years ago, staff began the process of seeking grant funding to convert the entire City to state-of-the-art automated water meters (AMR). These water meters transmit usage data over the internet directly to the City, eliminating the need for manual human meter reading. Presently, it takes the Public Works Department three to four days each month to perform meter reading. Automated meter readers will eliminate this task entirely allowing the reallocation of staff resources onto other maintenance and operational matters.

Last week, the California Waterboards, (formerly the Department of Water Resources), confirmed that the City will receive a grant in the amount of \$2.9 million to retrofit all residential meters in Mendota to automatic water meters. This is by far the largest grant received by the City of Mendota on any single issue in many years – if ever.

The State's grant program does not, however, cover commercial properties. The cost for retrofitting all commercial properties will be about \$350,000. The State, through the Revolving Fund, is prepared to extend a zero interest loan, amortized over thirty years, in order to retrofit all commercial properties.

ANALYSIS

The process of beginning the conversion of all residential properties to automatic meter readers will be complex and time consuming. First, the specific AMR product must be identified and the associated software must be compatible with the City's existing utility billing software. A competitive bidding process must also be undertaken to allow vendors that deal in the specific type of AMR product to compete for the contract. Third, the actual conversion construction portion of the project will undoubtedly run into installation difficulties from time to time owing to the fact that portions of town date to pre-World War II and the exact location and condition of water line laterals and their

interaction with the existing meters is, in some cases, not known, or in other cases, not standard. Despite these various steps in the implementation of the grant, staff is targeting having the project completed within the 2017 calendar year.

Because the State's grant program does not include commercial properties, the City is faced with two alternatives: 1) do not convert commercial properties to AMR; or 2) explore ways to finance the conversion of AMR so the entire City has a uniform water meter program in place.

It is important that this rare opportunity to completely automate the City's water meter system is not missed. For this reason, the State's offer to provide a zero-interest loan, amortized over 30 years, to finance the conversion of the commercial properties is recommended. The estimated cost to convert the commercial properties is approximately \$350,000. If one amortizes this over 30 years, at zero interest, it results in a monthly payment of \$972.22. This amount can be accommodated by the Water portion of the Enterprise Fund, assuming the previously approved rate schedule with built-in yearly increases is not deviated from.

FISCAL IMPACT

The loan to convert the commercial properties to automated meter readers (AMR) will be through the State's "Revolving Fund" and have a principal amount of approximately \$350,000. At zero interest, and amortized over thirty-years, a monthly payment of \$972.22 will result.

This payment would be made through the City's Enterprise Fund. The General Fund would not be impacted by this program. Assuming the most recent water rate ordinance remains in effect, there will be no fiscal issues with making this loan payment. There are no other financing mechanisms available, with such favorable terms, that will allow this project to go forward.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute all necessary documents required to participate in the State's AMR loan program.

**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 ALL
NECESSARY DOCUMENTS FOR THE CITY
TO PARTICIPATE IN A LOAN PROGRAM
WITH THE STATE OF CALIFORNIA TO PROVIDE
FOR AUTOMATED WATER METERS FOR ALL
COMMERICAL PROPERTIES**

RESOLUTION NO. 17-16

WHEREAS, the City of Mendota has been chosen to receive a \$2.9 million grant from the State of California to convert all residential water meters to automated water meters; and

WHEREAS, the State of California's grant program that provides for the conversion of residential water meters does not include water meters on commercial properties; and

WHEREAS, the California Waterboards, (formerly the Department of Water Resources) has offered to extend the City of Mendota a loan, not to exceed \$350,000, at zero percent interest, payable over thirty years, to convert all commercial properties in the City of Mendota to automated water meters; and

WHEREAS, after receiving a report from staff, and considering the terms offered by the Waterboards for the loan to convert all commercial properties in Mendota to automated water meters, the City Council has independently determined that said loan is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby authorizes the City Manager (and Mayor, if necessary) to execute all necessary documents to secure a loan from the State of California Revolving Fund to finance the cost of converting all commercial properties in the City of Mendota to automated meter readers.

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 15th day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: RESOLUTION OF INTENTION TO MODIFY THE ZONING CODE AS IT PERTAINS TO OUTDOOR ADVERTISING (SIGNS)
DATE: FEBRUARY 15, 2017

ISSUE

Shall the Council pass a Resolution of Intention to begin the process to modify the Mendota Municipal Code as it relates to outdoor advertising (signs) in commercial districts?

BACKGROUND

Staff presented its reports and recommendations to the Council at its August 23, 2016 meeting. That Council was agreeable to the proposed changes and additionally asked staff to survey other cities to compare their sign ordinances. The staff report provided at that meeting has additional background information and is attached.

ANALYSIS

Staff requested that the following cities provide information on what their code contains as it relates to outdoor advertising and that they distinguish between what is written and what is actually implemented/enforced.

The overarching philosophical principal in the creation of outdoor advertising ordinances is that each community has different provisions depending on their need. “Need”, in this case, can be defined as balancing what businesses want with the type of image the community (both residents and businesses) wishes to convey to visitors. In other words, the ordinance needs to help businesses as well as keep the business districts safe, clean, and beautiful.

For the two larger cities that responded (Madera and Clovis), this meant a rather complicated code that contained many provisions, exclusions, and exceptions. They also have significant enforcement power to offset the hours and resources need to implement such a complicated code. Of the smaller cities, the majority of them lack the ability to implement the code they have (for example, Firebaugh has not been able to enforce their code but recently have determined to make an effort to do so), so there codes are either, like Mendota’s, very simple or not strictly enforced.

Staff, as suggested at the August meeting, would like to propose the following changes to

the ordinance:

- Allow window space to contain the sign of their choosing, but no more than 25% of window space to be dedicated to additional product signs. It is suggested that these signs not be hand-written with marker on poster board, but be either electronically rendered (printed) or otherwise have a professional, neat look.
- Allow temporary signs to advertise a new business, new ownership, and other irregular and limited occasions. These signs could even be a banner since they would require a permit, only be allowed to be up X number of days, etc.
- Allow free-standing signs in the C-3 district. Currently the most flexible district does not allow free-standing signs, which are currently allowed in C-2 and C-1

These provisions modify our current code to create an unprecedented flexibility while still providing the limits and enforcement tools that are needed in order to maintain the health, safety, and aesthetic look of our community.

Changes of this nature would require a variety of changes to various parts of Title 17 of the MMC, and staff would bring those forward in the form of a proposed ordinance. Therefore, if it is the Council's wish to proceed with the modification of the code, staff recommends that Council adopt the attached resolution of intention, which is required in order to effectuate a change in the MMC as it relates to zoning regulations.

FISCAL IMPACT

Contract and legal staff time in an amount to be determined for technical and legal review of the modifying provisions of the ordinance.

RECOMMENDATION

Staff recommends that Council discuss the elements of the sign ordinance they wish to see changed and provide direction to staff accordingly; and adopt Resolution No. 17-12 in order to begin the process.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: DIRECTION REGARDING THE MODIFICATION OF THE OUTDOOR
ADVERTISING ORDINANCE
DATE: AUGUST 23, 2016

ISSUE

What direction does the Council wish to take concerning the ordinance within the Mendota Municipal Code related to Outdoor Advertising?

BACKGROUND

The City of Mendota had lacked an effective and thorough enforcement of the ordinances related to outdoor advertising for a great number of years. This has spawned the posting of implements used for outdoor advertising (signs) without regard to the safety, security, and general beauty of the community. The Mendota Municipal Code (MMC) adopts the uniform sign code principally to ensure the structural safety of signs, with Title 17 of the MMC addressing the issues related to size, placement, content, etc.

In past years, the process required to have outdoor advertising has remained largely unchanged, with individuals needing to submit a “sign permit” application for anything on their outer walls they would like to have visible from the public right-of-way. However, there were two major problems with this approach: 1) a lack of personnel in Code Enforcement to enforce the sign ordinance. As a consequence, the planning department was not notified of violations related to individuals that posted outdoor advertising without submitting a permit and 2) in cases where a permit was applied for and approved, no follow-up was done to ensure that plan specifications were strictly complied with and that more signs were not illegally put up.

In 2015 the Council requested an analysis and report on measures that could be taken to accommodate the business sector with regards to the strict nature of the current sign ordinance. Various public hearings were held both before the Planning Commission and City Council, and, due to the absence of parties speaking in favor of a revision of the ordinance, the final decision was made to not effectuate changes. This resulted in a more effective enforcement and a consequent increase in the aesthetic appeal of our community.

However, approximately a year after that process had been completed, complaints have once again been received by officials and staff alike that the current ordinance is too strict.

ANALYSIS

No hard-line regulations exist on the state or federal level that dictate what cities should and should not allow relative to signs, with the only true measure being the constitutionality of the enforced ordinance. Therefore, the elements of a sign ordinance should be formulated based on the objectives of the individual community, the safety and security considerations of its residents, and experiences garnered from other municipalities' past and current practices.

Organizations that represent business interests (such as Chambers of Commerce, industry coalitions, or other business groups) are apt to oppose restrictions related to signs, in order to ensure that effective vehicles for advertising their products or services remain available, without taking into consideration the negative effects that unfettered advertising standards would have, such as the perception that the community is not policed properly, a lack of community pride is prevalent, it is dirty or disorganized, lacks uniformity and regional coordination, etc.

When companies that are interested in expanding to Mendota come into the city limits and survey the community, assumptions are made based on what is observed on the façade, the truthfulness of which is irrelevant (i.e. judging a book by its cover). This is only combated via enforcement of policy that demands cleanliness and order, as opposed to unrestricted advertising.

Staff recommends that during consideration of changes related to the sign ordinance, Council focus on what minor additions could be made so as to not necessitate a complete overhaul of the code, since the cost of doing so would outweigh the benefits. This is primarily due to the fact that any change made will inevitably not meet the needs of every business, and it would be disastrous to completely do away with all regulations relating to signage. One of the goals of this Council is to procure the funds to do a complete overhaul of the Mendota Municipal Code in the future, which would include any provisions related to signs.

Staff has suggestions for minor changes that could be made, and Council may bring up for discussion any other suggestions that may exist for staff to bring back to a future meeting:

- Allow no more than 25% of window space to be dedicated to additional product signs.
- Allow temporary signs to advertise a new business, new ownership, and other irregular and limited occasions.
- Allow free-standing signs in the C-3 district.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that Council discuss the elements of the sign ordinance they wish to see changed and provide direction to staff accordingly.

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

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA DECLARING
ITS INTENTION TO INITIATE AN
AMENDMENT TO ELEMENTS OF THE
MENDOTA MUNICIPAL CODE
RELATING TO OUTDOOR ADVERTISING**

RESOLUTION NO. 17-12

WHEREAS, the economic and commercial health of Mendota is of prime importance to the City Council of the City of Mendota; and

WHEREAS, the City is authorized to modify its Zoning Code in the interest of the community, insomuch as it maintains and preserves the health, safety, and general welfare of its residents and those that visit; and

WHEREAS, the City Council of the City of Mendota has determined that it would be beneficial to update the regulations of the Zoning Code as it pertains to Outdoor Advertising, including signs and other commercial graphic displays used to promote business.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby declares its intention to amend specific elements of Title 17 of the Mendota Municipal Code and any other appurtenant sections that satisfy this body's intent to modify the regulations related to outdoor advertising and signs.

BE IT FURTHER RESOLVED that the Secretary shall schedule a public hearing before the Planning Commission on the proposed amendments to Title 17 of the Mendota Municipal Code and any other appurtenant sections no less than ten (10) days nor more than forty (40) days after the adoption of this resolution.

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 15th day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CODE ENFORCEMENT REPORT FOR JANUARY 2017
DATE: FEBRUARY 15, 2017

In January, Code Enforcement continued to focus on water conservation, parking and other vehicle violations, shopping carts, and business license verification. Officers specifically focused on the obstruction of city right-of-way, which usually involved a vehicle or other object blocking the sidewalk.

We have also been working with our attorneys to take the appropriate steps to obligate property owners to clean up areas that are a nuisance to the community. This has specifically focused on substandard living conditions, and staff plans on bringing an ordinance to the Council soon that would hold landlords accountable for the condition of their rental units.

Another focus we have had that will continue into February is identifying individuals that are operating illegal businesses out of their homes. The Home Occupation portion of the MMC is necessarily strict in order to preserve the peaceful nature of residential areas. We continue to have a zero tolerance policy for those caught operating businesses out of their homes without the proper approval.

As always, please continue to encourage residents to call the following numbers in order to report any code enforcement issues they have.

- Dispatch at (559) 655-4294 if it is urgent
- CE tip line at (559) 517-6340 for any non-urgent, ongoing issues
- Anonymous submittal of information through our City website by going to the “Departments” tab and selecting “Economic Development & Code Enforcement”, then filling out the form in the middle of the page below “Report a Violation”.

Attached is the monthly update on citations given out during the month of January.

Address	Type of Case	1st Notice	2nd Notice	Deadline	Status
1049 PUCHEU ST	PUBLIC NUISANCE	1/4/2017	N/A	2/14/2017	PENDING
307 GOMEZ ST	OBSTRUCTION OF CITY PROPERTY	1/4/2017	N/A	NA	CLEARED
949 PUCHEU ST	ILLEGAL FENCE	1/4/2017	N/A	N/A	CLEARED
607 GARCIA ST	PARKED 18" OVER CURB	1/5/2017	N/A	N/A	CITED
4124 W. PRINCETON AVE FRESNO	OBSTRUCTION OF CITY PROPERTY	1/5/2017	N/A	N/A	CITED
4124 W. PRINCETON AVE FRESNO	ILLEGAL DUMPING	1/5/2017	N/A	N/A	CITED
4124 W. PRINCETON AVE FRESNO	GARBAGE OUT MORE THAN 24 HRS	1/5/2017	N/A	N/A	CITED
943 SECOND ST	PARKED 18" OVER CURB	1/5/2017	N/A	N/A	CITED
460 PUCHEU ST	ILLEGAL FENCE	1/6/2017	N/A	N/A	CLEARED
748 PUCHEU ST	WATER CONSERVATION	1/6/2017	N/A	N/A	WRITTEN WARNING
139 PETRY ST	CHICKENS PROHIBITED	1/6/2017	N/A	N/A	CITED
411 KATE ST	NO BUSINESS LICENSE	1/7/2017	N/A	N/A	CITED
411 KATE ST	ITINERANT FOOD VENDOR	1/7/2017	N/A	N/A	CITED
715 I ST	OBSTRUCTION OF CITY PROPERTY	1/9/2017	N/A	N/A	CITED
320 GOMEZ ST	NO BUSINESS LICENSE	1/9/2017	N/A	N/A	CITED
491 N KATE ST	NO R.V. PARKING	1/11/2017	N/A	N/A	CITED
491 N KATE ST	PUBLIC NUISANCE	1/11/2017	N/A	N/A	CITED
439 KATE ST	NO BUILDING PERMIT	1/11/2017	N/A	N/A	CLEARED
766 STAMOULES ST	SHOPPING CARTS	1/11/2017	N/A	N/A	CITED
630 S KATE ST	SHOPPING CARTS	1/12/2017	N/A	N/A	CITED
603 GARCIA ST	OBSTRUCTION OF CITY PROPERTY	1/12/2017	N/A	N/A	CITED
603 GARCIA ST	TRUCK PARKING NOT PERMITTED	1/12/2017	N/A	N/A	CITED
603 DE LA CRUZ ST	WATER CONSERVATION	1/13/2017	N/A	N/A	WRITTEN WARNING
281 BLACK AVE	ILLEGAL FENCE	1/13/2017	N/A	N/A	CLEARED
860 QUINCE ST	WATER CONSERVATION	1/13/2017	N/A	N/A	WRITTEN WARNING
720 OLLER AVE	SHOPPING CARTS	1/13/2017	N/A	N/A	CITED
755 RIOFRIO AVE	WATER CONSERVATION	1/14/2017	N/A	N/A	WRITTEN WARNING
161 LOCUST ST	OBSTRUCTION OF CITY PROPERTY	1/14/2017	N/A	N/A	CITED
631 N KATE ST	PARKED 18" OVER CURB	1/14/2017	N/A	N/A	CITED
436 OLLER ST	TRUCK PARKING NOT PERMITTED	1/16/2017	N/A	N/A	CITED
411 KATE ST	NO BUSINESS LICENSE	1/16/2017	N/A	N/A	CITED
411 KATE ST	ITINERANT FOOD VENDOR	1/16/2017	N/A	N/A	CITED
297 MALDONADO ST	TRUCK PARKING NOT PERMITTED	1/16/2017	N/A	N/A	CITED

607 MARIE ST	OCCUPY TRAILER	1/19/2017	N/A	N/A	CITED
607 MARIE ST	NO R.V. PARKING	1/19/2017	N/A	N/A	CITED
607 MARIE ST	PUBLIC CAMPING PROHIBITED	1/19/2017	N/A	N/A	CITED
630 S KATE ST	OCCUPY TRAILER	1/19/2017	N/A	N/A	CITED
630 S KATE ST	NO R.V. PARKING	1/19/2017	N/A	N/A	CITED
630 S KATE ST	PUBLIC CAMPING PROHIBITED	1/19/2017	N/A	N/A	CITED
607 MARIE ST	OCCUPY TRAILER	1/20/2017	N/A	N/A	CITED
607 MARIE ST	NO R.V. PARKING	1/20/2017	N/A	N/A	CITED
607 MARIE ST	PUBLIC CAMPING PROHIBITED	1/20/2017	N/A	N/A	CITED
630 S KATE ST	OCCUPY TRAILER	1/20/2017	N/A	N/A	CITED
630 S KATE ST	NO R.V. PARKING	1/20/2017	N/A	N/A	CITED
630 S KATE ST	PUBLIC CAMPING PROHIBITED	1/20/2017	N/A	N/A	CITED
230 McCABE AVE	OBSTRUCTION OF CITY PROPERTY	1/20/2017	N/A	N/A	CITED
5515 E INYO ST FRESNO CA 93727	NO BUSINESS LICENSE	1/20/2017	N/A	N/A	CITED
979 PUCHEU ST	OBSTRUCTION OF CITY PROPERTY	1/21/2017	N/A	N/A	CITED
720 OLLER AVE	SHOPPING CARTS	1/21/2017	N/A	N/A	CITED
639 GARCIA ST	WATER CONSERVATION	1/24/2017	N/A	N/A	CITED
621 GAXIOLA ST	WATER CONSERVATION	1/24/2017	N/A	N/A	WRITTEN WARNING
655 LOLITA ST #2	OBSTRUCTION OF CITY PROPERTY	1/25/2017	N/A	N/A	CITED
P.O BOX 1318	OBSTRUCTION OF CITY PROPERTY	1/25/2017	N/A	N/A	CITED
P.O BOX 1318	TRUCK PARKING NOT PERMITTED	1/25/2017	N/A	N/A	CITED
1890 SEVENTH ST	BANNERS	1/25/2017	N/A	N/A	CLEARED
1490 FOURTH ST	BANNERS	1/25/2017	N/A	N/A	CLEARED
706 JUANITA ST	OBSTRUCTION OF CITY PROPERTY	1/26/2017	N/A	N/A	CLEARED
754 JUANITA ST	OBSTRUCTION OF CITY PROPERTY	1/26/2017	N/A	N/A	CLEARED
355 OLLER AVE	OBSTRUCTION OF CITY PROPERTY	1/27/2017	N/A	N/A	CITED
285 ESPINOZA ST	GARAGE CONVERSION	1/27/2017	N/A	2/7/2017	PENDING
481 ARNAUDON AVE	WATER CONSERVATION	1/27/2017	N/A	N/A	WRITTEN WARNING
240 GREGG CT N	TRUCK PARKING NOT PERMITTED	1/29/2017	N/A	N/A	CITED
513 N KATE ST	PARKED ON LAWN	1/29/2017	N/A	N/A	CITED
715 OLLER AVE	ADVERTISING STRUCTURES	1/29/2017	N/A	N/A	WRITTEN WARNING
715 OLLER AVE	ZONING VIOLATION	1/29/2017	N/A	N/A	WRITTEN WARNING
240 GREGG CT N	TRUCK PARKING NOT PERMITTED	1/31/2017	N/A	N/A	CITED
639 GARCIA ST	WATER CONSERVATION	1/31/2017	N/A	N/A	CITED



POLICE

M E N D O T A

MEMORANDUM

Date: February 2, 2017
To: Vince DiMaggio, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for January 2017

Significant Cases:

Robbery by known suspect in the alley along Oller Street. Victim said suspect demanded his hat and when the victim refused the suspect forcibly took the hat at knifepoint. Officer's located the suspect and took him into custody. The knife and victim's hat was located in his possession. He was transported to Jail.

A bullet hole was found on a vehicle on J Street. Victim said she located the damage in the evening hours. Suspect is unknown.

Disturbance at a residence on 10th Street. Victim said the suspect discovered some information and then became angry. Suspect then hit the victim in the face. The suspect was located nearby and arrested. He was transported to Jail.

Subject check at Guillen Park Drive/Marie Street discovered the subject was in possession of drug paraphernalia and methamphetamine. He was arrested, cited and released.

Vandalism to a parked big rig by 7th/Marie. Officers discovered one vehicle had damage and pry marks by its door. Suspect unknown.

Subject check on Oller Street of a person swinging Nunchakus. He admitted to manufacturing them knowing they were illegal for him to possess. He was arrested and transported to Jail.

Report of a fight on 7th Street that occurred the day prior. The victim wants to pursue charges upon the known suspect.

Subject check on Derrick discovered active warrants. He was cited and released.

Vandalism to a vehicle on J Street. The victim discovered his vehicle window was smashed. Suspect unknown.

Report of trespassers in a residence under construction on Silva. Officers detained three of four subjects who were in the garage smoking marijuana. The three were arrested, cited and released.

Vehicle vandalism on 2nd Street. Unknown suspect shot the victim's vehicle window with a BB gun.

Disturbance on Blanco Street resulted in the suspect hitting the victim. The suspect was located and arrested. He was transported to Jail.

Vehicle vandalism on Kate Street. Unknown suspect damaged the victim's vehicle window.

Vehicle vandalism on Perez Street. Unknown suspect shot the victim's vehicle window with a BB gun.

Non-injury traffic collision at 7th/Oller discovered one of the drivers was intoxicated. He was arrested for DUI, cited and released to a sober adult.

Vehicle stop at 8th/Stamoules discovered the driver was wanted on active warrants. He was arrested, cited and released.

Report of a suspicious subject at Divisadero/Inez. Offices discovered an intoxicated male with a laceration on his face. He informed officers he injured himself when he fell. He was found to have active warrants for his arrest. EMS treated and released him to officers who cited and released him to a sober family member.

Brandishing of a knife on San Pedro Street. The victim said the unknown suspect did not try to attack him.

Report of a male subject lying on the sidewalk on Lolita. Officers discovered he was intoxicated and had passed out. When he was awakened he was uncooperative with officers. He was arrested, and transported to Jail.

Theft from a purse left behind by a shopper at a local store. When the victim returned to retrieve her purse she noticed money and credit cards were missing. Suspect unknown.

Bicycle stop at 9th/Marie discovered the rider was in possession of an illegal knife. He was arrested and transported to Jail.

Subject check by 9th/Oller discovered he was wanted on outstanding warrants. He was cited and released.

Report of a brandishing of a firearm on 7th/Lolita. The victim said when he confronted the driver of a vehicle who was driving recklessly the driver displayed a handgun in his direction, but did not fire. The unknown suspect then drove away.

Vehicle vandalism on Blanco Street. Unknown suspect damaged the victim's vehicle window.

Subject check at Rio Frio/7th discovered he provided a false name to officers and when found out; active warrants were located for his arrest. He was arrested, cited and released.

Subject check at a local school discovered he had documentation associated to a local street gang. He was FI'ed for information.

Subject check at a local school found him to be in possession of marijuana and a pipe. He was cited and released to his parents.

Non-injury traffic collision at Kate/9th Street resulted in a solo vehicle hitting a chain link fence.

Subject check at 5th/Quince discovered he was in possession of drug paraphernalia. He was arrested, cited and released.

Vehicle stop at 9th/Marie discovered the driver was on probation with specific conditions and the passenger had outstanding warrants for his arrest. Both were arrested and transported to Jail.

Bicycle stop at 2nd/Oller discovered outstanding warrants on the rider. He was cited and released.

Disturbance on 7th Street discovered the subject causing had outstanding warrants for his arrest. Drug paraphernalia and methamphetamine was also found in his possession. He was arrested and transported to Jail.

Vehicle stop at 10th/Oller discovered the driver was driving on a suspended CDL and was wanted on outstanding warrants. He was arrested, cited and released.

Vehicle stop at Marie/Guillen Park Drive discovered the vehicle had false license plates and the driver was unlicensed. She was also found in possession of drug paraphernalia and documents associated with identity theft. She was arrested and transported to Jail. A search warrant was subsequently served at her residence.

Subject check in an alleyway along Quince Street discovered outstanding warrants. He was arrested, cited and released.

Subject check of two at 6th/Lolita discovered outstanding warrants on both. They were arrested, cited and released.

Vehicle stop at 6th/Naples discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober family member.

Officers assisted Code Enforcement with the removal of a vehicle parked in violation of the MC's 72 hour limit.

Subject check at Marie/5th Street discovered outstanding warrants for his arrest. He was cited and released.

Non-injury traffic collision at Blanco/Gaxiola discovered the driver causing hit a parked vehicle. He was found to be intoxicated and arrested for DUI, cited and released to a sober adult.

Subject check in an alleyway along Stamoules Street discovered outstanding warrants for his arrest. He was arrested, cited and released.

Non-injury hit and run. The victim discovered damage to her car consistent with a hit and run. Possible suspect vehicle located. Investigation is ongoing.

Bicycle stop at Derrick/Tuft discovered the rider was on parole and admitted to affiliating with a local street gang. He was FI'ed for information.

Subject check at 9th/Naples of a known wanted person. He was arrested and transported to Jail.

Report of a person urinating in public at J/I Streets. Officers located the subject who was in possession of an open container of beer and found to be intoxicated. He was arrested and transported to Jail.

A disoriented elderly male was located by 9th/Oller. He thought he was still in Fresno. FSO assisted in contacting his son who responded from Clovis to pick up his father.

Subject check in an alleyway along Quince discovered outstanding warrants. He was arrested and transported to Jail.

Report of vandalism to the contents of a local hotel room by possible known suspects.

Stolen tail gate from a city vehicle on 2nd Street. Unknown suspects removed the part during the evening hours.

Subject check at 9th/Oller discovered he was intoxicated. He was arrested and transported to Jail.

Numerous citations were issued at apartment complexes for handicap parking violations.

During a subject check at Oller/7th Street, an intoxicated individual approach the officer. Due to his extremely intoxicated state he was not able to give the officer his personal information. He was arrested and transported to Jail.

Vehicle stop at bass/2nd Street discovered the two occupants had outstanding warrants for their arrest. They were arrested, cited and released.

Vehicle check on Guillen Park Drive discovered an occupant with an outstanding warrant. She was arrested and transported to Jail.

A vehicle was discovered illegally parked in a handicap parking stall in the 800 block of Garcia Street. The vehicle had been parked in violation and cited on two prior occasions. This time the vehicle was towed.

Non-injury hit and run on Black Street. Unknown suspect vehicle struck victim vehicle and fled during the evening hours.

Vehicle check at a local park discovered a subject who was suspected of being gang affiliated. He was FI'ed for information.

A vehicle was discovered illegally parked in a handicap parking stall in the 300 block of Rios Street. The vehicle had been parked in violation and cited on prior occasions. This time the vehicle was towed.

Subject check behind a business on Oller discovered he was wanted on outstanding warrants. He was arrested, cited and released.

Subject check at a local park discovered he was associating with suspected gang affiliated subjects. He was FI'ed for information.

Bicycle stop at 8th/Pucheu discovered active warrants for his arrest. He was cited and released.

Trespassing on Pucheu Avenue. Unknown subject jumped the victim's fence and then refused to leave when confronted by the victim. The victim fled prior to officers arriving.

Vandalism to parked vehicle on I Street. Officers discovered a copper BB among the broken window glass. Suspect is unknown.

Hit and run to the fence of a city property at Marie/2nd. The wrecked vehicle was still on scene. The driver had fled. Officers discovered a witness who identified the driver. An outstanding warrant was also discovered on the driver. He was located at his residence and exhibited signs of intoxication. He subsequently confessed and was arrested for DUI and Hit and Run. He was cited and released to a sober relative.

Report of a vehicle theft on Lozano Street. Unknown suspect stole the victim's truck while he was out of town.

Disturbance at a residence on 4th Street. The known suspect hit and shoved the victim. He was gone upon officers arriving.

Subject check of two by 7th/Kate Street discovered active warrants on both. Both were arrested, cited and released.

Non-injury hit and run in the parking lot of a local restaurant. Unknown suspect caused damage to the victim's vehicle while he was inside the business.

Bicycle stop by Quince/8th discovered methamphetamine and a meth pipe in his possession. He was arrested, cited and released.

Vehicle stop at Naples/9th discovered the passenger has outstanding warrants for her arrest. She was arrested, cited and released.

Disturbance at a residence on Homes Street resulted in the suspect damaging a window. Officers contacted the suspect and found him in possession of an illegal knife. He was subsequently arrested and transported to Jail.

Theft of tires and wheels on Derrick. Unknown suspect placed a vehicle on jacks and stole all four rims and tires.

Subject check at Rio Frio/6th discovered he was drinking alcoholic beverage in public. He was cited and released.

Subject check of three in a local park discovered they were drinking alcoholic beverage in public. They were issued citations and released.

Subject check at 7th/Lolita discovered she had an outstanding warrant for her arrest. She was cited and released.

Restraining order violation on J Street. The restrained subject took the protected persons car keys prior to fleeing. He was gone upon officers arrival.

Subject check at Oller/9th discovered he was intoxicated and in possession of an open container of alcohol. He was arrested and while in custody displayed medical issues. He was turned over to EMS for transport to CRMC.

Subject check in an alley along Rio Frio discovered outstanding warrants for his arrest. He was cited and released.

Subject check at Oller/7th found active warrants for his arrest. He was arrested and transported Jail.

Subject check on Derrick discovered he was wanted on active warrants. He was cited and released.

Subject check of a student at a local school resulted in an FI for information.

Subject check at Belmont/Oller discovered drug use paraphernalia and methamphetamine. She was arrested, cited and released.

Subject check at Lolita/7th discovered an outstanding warrant. He was cited and released.

Report of a disturbance involving knives at a residence on 4th Street. The subject causing was located and dropped the knives when approached by officers. He was found to be in possession of cocaine. No crime involving weapons. He displayed medical issues and was cited and released to EMS for transport to CRMC.

Subject check in the PD lobby discovered an outstanding warrant. He was arrested, cited and released.

Hit and run on Perez Street. Unknown suspect hit the victim vehicle while he was at work.

Vehicle stop at Oller/7th discovered the driver was on probation. A search of the vehicle discovered marijuana, methamphetamine and drug paraphernalia. The passenger was found in possession of the same. Both were arrested and transported to Jail.

Subject check at Naples/9th discovered she was wanted on an outstanding warrant. Fraudulent mail was also found in her possession. She was arrested and transported to Jail.

Attempt bicycle stop on Oxnard. Rider was known to be on felony probation and subject to compliance checks. He failed to stop and ran from officers. He was apprehended and transported to Jail for violation of probation.

Hit and run on I Street where the driver ran through a cement fence and fled on foot. Witnesses identified the driver. Officers located the driver and determined he was intoxicated. He was arrested for DUI and Hit and Run. He was transported to Jail.

Bicycle stop at Stamoules/7th discovered an outstanding warrant for his arrest. He was cited and released.

Subject check in a restroom of a local park. He was found to have an outstanding warrant for his arrest and to be in possession of a meth pipe. He was arrested, cited and released.

Report of an assault at a local school. The suspect was arrested and transported to Jail.

Hit and run on De La Cruz. Unknown suspect hit the victim's parked vehicle and then fled.

Hit and run on Bass Street. Unknown suspect hit the victim's vehicle and then fled.

Theft from a local store on Derrick. A witness saw an unknown suspect entered the store and then flee with items without paying.

Subject check at Quince/Rio Frio discovered an outstanding warrant for his arrest. He was arrested, cited and released.

Purse theft from a restaurant on Oller. Unknown suspect stole the victim's purse after she left it in the restaurant unattended.

Identity theft on Puchue. Unknown suspect used the victim's identity to open credit card accounts.

Additional identity theft case. Unknown suspect used the victim's identity to open three credit card accounts.

Deceased person on Ash Street. Subject found unresponsive. CPR administered by officers and Cal Fire. EMS pronounced the subject deceased. Coroner responded. Investigation is ongoing. No foul play present.

Strategic Planning:

- Sgt. Urbieta and Officer Kawana attended rifle training
- Officer Rivas attended Skills Training
- Sgt. Arciga attended the two week POST Supervisor's School
- Records Manager Lugo and Records Clerk Velez attended a Countywide Police Record's Supervisor Meeting
- Picked up vehicle #80 from Avenal Prison, applied graphics and returned it to service
- Delivered vehicle #90 to Avenal Prison for painting

Personnel Information:

- Presented Officer Armando Casas with a Life Saving Commendation
- Hired Andrew Salazar as a part-time Reserve Police Officer
- Hired Maria Escobedo as a full-time Reserve Police Officer
- Promoted Reserve Police Officer Matt Kawana to full-time Police Officer