

# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

ROLANDO CASTRO  
Mayor

VICTOR MARTINEZ  
Mayor Pro Tempore

JESSE MENDOZA

OSCAR ROSALES

ROBERT SILVA

## AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting  
CITY COUNCIL CHAMBERS

643 QUINCE STREET

February 27, 2018

6:00 PM

VINCE DiMAGGIO  
City Manager

JOHN KINSEY  
City Attorney

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

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

### CALL TO ORDER

### ROLL CALL

### FLAG SALUTE

### INVOCATION

### FINALIZE THE AGENDA

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

### PROCLAMATION

1. Proposed adoption of **Proclamation No. 18-01**, recognizing The United Way of Fresno and Madera Counties Free Tax Preparation Service (VITA).

### 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 February 13, 2018.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

## CONSENT CALENDAR

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

1. FEBRUARY 13, 2018 THROUGH FEBRUARY 20, 2018  
WARRANT LIST CHECKS NO. 043576 THRU 043622  
TOTAL FOR COUNCIL APPROVAL = \$217,748.71
2. Proposed adoption of **Resolution No. 18-12**, adopting the Street Standard Drawings ST-1 through ST-21, as revised in February 2018
3. Proposed adoption of **Resolution No. 18-15**, authorizing the execution of an engineering services agreement for the purpose of extending the useful life of various streets in the City of Mendota in need of maintenance and/or repair.

## BUSINESS

1. Appointment of a Mendota resident to the Mendota Recreation 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. *Council motion to appoint a resident to the Mendota Recreation Commission*
2. Proposed adoption of **Resolution No. 18-16**, directing the Mendota Joint Powers Authority to transfer residual funds to the City for placement in the General Fund Reserve
  - a. *Receive report from City Attorney Kinsey*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council take action as appropriate*

## **PUBLIC HEARING**

1. Introduction of **Ordinance No. 18-01**, approving a development agreement between the City of Mendota and Marie Street Development, LLC for the development of the property located at 1269 Marie Street in the City of Mendota, County of Fresno, California (Assessor's Parcel Number 013-280-15).
  - a. *Receive report from City Manager DiMaggio*
  - b. *Inquiries from Council to staff*
  - c. *Mayor continues the public hearing, accepting comments from the public*
  - d. *Mayor closes the public hearing*
  - e. *Council provide any input and motion to waive the first reading of Ordinance No. 18-01*

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Administrative Services
  - a) Monthly Report
2. Public Works
  - a) Monthly Report
3. City Attorney
  - a) Update
4. City Manager

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

1. Council Member(s)
2. Mayor

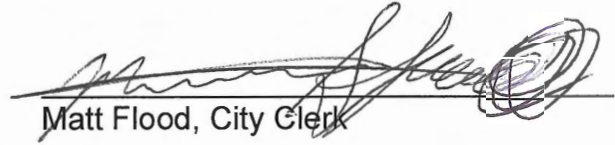
## **CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
CA Government Code § 54956.8  
Properties: 1084 Oller Street in Mendota, CA, identified as APN 013-153-08  
Agency Negotiator: Vince DiMaggio, City of Mendota  
Negotiating Parties: City of Mendota and the County of Fresno  
Under Negotiation: the price and terms of payment.

## **ADJOURNMENT**

**CERTIFICATION OF POSTING**

I, Matt Flood, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of February 27, 2018, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, February 23, 2018 at 5:30 p.m.

  
Matt Flood, City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**February 13, 2018**

**Meeting called to order by Mayor Pro Tem Martinez at 6:07 p.m.**

**Flag salute led by Councilor Silva.**

**Roll Call**

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

**Council Members Absent: Mayor Rolando Castro.**

**Invocation led by Director Reza Nekumanesh from the Islamic Cultural Center of Fresno.**

### **FINALIZE THE AGENDA**

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

A motion was made by Councilor Rosales to adopt the agenda, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Castro).

### **PRESENTATION**

1. Davena Witcher to provide an update on the Alliance for Medical Outreach & Relief project.

Davena Witcher with Alliance for Medical Outreach & Relief (AMOR) reported on the history and background of AMOR; the AMOR Board's decision to move forward with a project in Mendota; details of the project, including the proposed site plan and floor plan of the clinic; Madera Community Hospital running the clinic; the services that will be provided at the site; the proposed neighborhood resource center that will create an

additional safe place in the community; the agencies that are interested in placing their services inside of the neighborhood resource center; the importance of allowing residents meet with AMOR representatives; the challenges that the agency has ran into related to fundraising; and requested that the City Council consider additional fee reductions and/or exemptions related to the project.

Discussion was held on the proposed hours of operation for the clinic; enhancing the fee exemptions for the project; the enhancement of the fee reductions or exemptions being the city's investment into the project; creating a development agreement that will include fee reductions or exemptions; the various individuals and agencies that Ms. Witcher has met with; and the Council commended Ms. Witcher for her work.

2. Steve Hair to present the proposed conceptual design for a Bass Avenue subdivision.

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

Discussion was held on the size of the lots; the location of the entrance of the subdivision; whether Marie Street will be extended into the subdivision; the important aspects of the project; the design of the homes that will be built in the subdivision; hiring additional legal counsel to work on the project; how contract employees are paid; and when staff could begin seeking additional legal counsel.

Council consensus was reached to direction the City Manager to seek outside legal counsel to represent the city on the proposed Bass Avenue subdivision.

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

None offered.

### **APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING**

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

A motion was made by Councilor Silva to approve items 1 and 2, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Castro).

### **CONSENT CALENDAR**

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

A motion was made by Councilor Rosales to adopt items 1 through 4 of the Consent Calendar, seconded by Councilor Silva; unanimously approved (4 ayes, absent: Castro).

### **BUSINESS**

1. Council discussion on the removal of the vehicle closure on Cervantez Street.

Mayor Pro Tem Martinez introduced the item and Assistant Engineer Osborn provided the history and background of the Las Palmas Estates; reported on the progress and modification of the original plan of the subdivision over the years; the points of access of the subdivision; the concerns that were brought to the attention of Mr. Hair and the city regarding the impact that traffic would have on certain access points; the installation of a vehicle closure on Cervantez Street that can be accessed by emergency vehicles; the effects of removing the emergency vehicle access; the need to reconstruct the access should it be open to the public; the costs associated with reconstruct the access; and the overall impact that the opening of the closure would have on traffic at certain access points.

Discussion was held on the increase of traffic at certain access points if the closure was opened; the city attempting to acquire the Westland Water District Property that is west of Rojas-Pierce Park; the goal to extend Amador Street in the future; the reasons as to why the closure should not be opened; issues that were overlooked when the subdivision was approved in 2005; and the lack of communication between staff and the Council in 2005 when the approval of the subdivision was considered.

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

### 1. Code Enforcement & Police Department a) Monthly Report

Chief of Police Andreotti summarized the report for the Code Enforcement Department including that the officer will soon begin the weed abatement process for the year; that a shanty was discovered on Lolita Street; and that the property owner was responsive and cleaned the lot.

Chief of Police Andreotti summarized the report for the Police Department including that the fundraiser that the Explorers Program had recently was very successful; that the program had deployed two new canopy's that it acquired through a PSCC grant; that the department would be purchasing canopy's for two local youth organizations through the grant as well; that the Coffee with a Cop and Council Member event would be held on February 20<sup>th</sup> at Westside Youth, Inc.; he was contacted last month by Bike Masters, a group that volunteers their time and expense to offer free bike repair to individuals who are in need; and reported on a significant case.

Discussion was held on the success of the recent fundraiser that the Explorers Program held; the problem of public intoxication in the city; whether the city can establish an alcohol tax; and whether the police department can coordinate a "bike drop-off" event with Bike Masters.

### 2. Economic Development a) Monthly Report

Economic Development Manager Flood reported that United Way would like to bring a representative at the next City Council meeting; that there will be a workshop that will be held on February 22<sup>nd</sup> at the Westside Institute of Technology in Mendota to learn about financing a truck, and getting licensing and certifications; the Salvadoran and Mexican consulates being in the city in the future to provide their services; a new recycling business that opened on Naples Street; the inquiries that he has received from commercial brokers regarding available land; and that he has resources available for businesses.

Discussion was held on whether the interested parties inquire on how well other established businesses are doing, and showcasing businesses on the city's website.

### 3. City Attorney a) Update

City Attorney Kinsey reported that his office is working on various projects for the city.

Councilor Mendoza inquired on the status of the Cole Memo.



City Attorney Kinsey reported on the stay on DACA by two federal judges.

Discussion was held on what can be done with the city's property near the solar farm; the possibility of selling the property; the possibility of subdividing the property; what can be developed on the property; and whether the county prohibits the cultivation of marijuana.

Discussion was held on the city not being subject to county regulations.

#### 4. City Manager

City Manager DiMaggio reported on the upcoming joint meeting of the Mendota Unified School District Board of Trustees and the City Council that will be held on February 28<sup>th</sup> at 6 pm; on the upcoming immigration workshop that will be held on March 15<sup>th</sup> from 6 pm – 8 pm at the Mendota High School Cafeteria; that no immigration enforcement will be present at the immigration workshop; having the annual goal setting meeting sometime in May to lead up to the budget workshops; and his intention to terminate the contract with Townshend.

Discussion was held on the lack of results by Townshend, and whether representatives of Townshend should provide a debriefing at a future City Council meeting.

Councilor Rosales requested that staff provide the Council Members with a letter to request donations for a possible Fourth of July fireworks show.

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

#### 1. Council Member(s)

Councilor Mendoza thanked the members of the audience for attending the meeting.

Councilor Rosales thanked the members of the audience for attending the meeting; thanked staff for their work; emphasized the importance of working together with the community; and reported on the upcoming Coffee with a Cop and a Councilmember event that will be held on February 20<sup>th</sup> at Westside Youth Inc.

Councilor Silva reported on ICE performing audits of various businesses, and a meeting that will be held on February 23<sup>rd</sup> regarding DACA and TPS that will be sponsored by various agencies.

Mayor Pro Tem Martinez reported that the Salvadoran Consulate will be providing their services at Gonzalez Hall on March 11<sup>th</sup>, and requested that an item be added to a future meeting regarding the leadership of the City Council.

Discussion was held on ensuring that the Council works together.

Members of the Joint Military Assistant Command introduced themselves and shared a project that they are working on.

**CLOSED SESSION**

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

At 7:55 p.m. the Council moved into closed session.

At 8:19 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regards to item 1 of the closed session, there was no action.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 8:19 p.m. by Councilor Silva, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Castro).

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Victor Martinez, Mayor Pro Tem

ATTEST:

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Matt Flood, City Clerk

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 2/13/2018 - 2/20/2018  
 Check # 043576 - 043622

Date	Check #	Amount	Vendor	Department	Description
February 13, 2018	43576	\$675.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	(5)HRA ADMINISTRATION FEBRUARY 2018 - PD, (20) MONTHLY MEDICAL ADMINISTRATION FEE - FEBRUARY 2018
February 13, 2018	43577	\$271.84	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 2/13/18 - 3/12/18 - EDD, DMV, & CITY HALL
February 13, 2018	43578	\$1,433.60	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY SERVICES - 2/6/18 - 3/5/18
February 13, 2018	43579	\$198.18	CAPITOL ONE COMMERCIAL	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
February 13, 2018	43580	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES - PD
February 16, 2018	43581	\$4,664.52	AMERITAS GROUP	GENERAL	DENTAL INSURANCE FOR FEBRUARY 2018, VISION INSURANCE FOR MARCH 2018
February 16, 2018	43582	\$8,493.83	PG&E	GENERAL-WATER-SEWER	WATER DEPARTMENT UTILITIES - 1/11/18 - 2/11/18
February 16, 2018	43583	\$3,973.08	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELLPHONE SERVICES 1/6/18 - 2/6/18 & PRIOR BALANCE FROM 2015 APPLIED JULY 2017
February 20, 2018	43584	\$96,435.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 2/4/18 - 2/18/18
February 20, 2018	43585	\$6,860.00	A-1 NATIONAL FENCE	WATER	FENCE IMPROVEMENTS FOR WATER PLANT
February 20, 2018	43586	\$213.00	A-1 AUTO ELECTRIC/FRESNO MOTOR EXCHANGE	GENERAL	4 UNITS - CNG TANK INSPECTIONS AND LABELS - PD
February 20, 2018	43587	\$30.72	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE JANUARY 2018
February 20, 2018	43588	\$1,827.31	ALL-PHASE MEDALLION SUPPLY	GENERAL	BALL DIAMOND LIGHTS PARTS - (3000) 6X500 WIRE (5) 240V-20A CB (3) NEW BREAKERS 120V (1) BREAKER BOX
February 20, 2018	43589	\$15.97	AUTOZONE, INC.	GENERAL	VEH#80 (1) XTRAVISION CAPSUL BULB - PD
February 20, 2018	43590	\$1,472.00	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT - WEEKLY TREATMENT & DISTRIBUTION, MONTHLY WASTEWATER WEEK 2-5, FILTER WATER PLANT PROFILE WEEKLY
February 20, 2018	43591	\$477.08	CENTRAL VALLEY BUSINESS FORMS	GENERAL	(1000) NOTICE TO APPEAR FORMS - PD
February 20, 2018	43592	\$38.00	CENTRAL VALLEY TOXICOLOGY, INC.	GENERAL	(1) ETHYL ALCOHOL ANALYSIS - PD
February 20, 2018	43593	\$350.00	COMMUNITY MEDICAL CENTER	GENERAL	LEGAL BLOOD DRAWS FOR DECEMBER 2017 & JANUARY 2018 -PD
February 20, 2018	43594	\$32.00	DEPARTMENT OF JUSTICE	GENERAL	(1) FINGERPRINT APPLICATION FOR JANUARY 2018 - PD
February 20, 2018	43595	\$222.56	EWING	GENERAL	SPRINKLER SYSTEM (1) 1STA HUNTER BATTERY, (1) 4STA HUNTER BATTERY
February 20, 2018	43596	\$386.47	BARTLEY WAYNE FIELDER US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(1) INSTALL DRIVER & APPS W/ NEW IMAGE ON HARD DRIVE (3.5 HRS)
February 20, 2018	43597	\$10,833.33	FIREBAUGH POLICE DEPARTMENT	GENERAL	(1) DISPATCH SERVICE FOR JANUARY 2018 - PD
February 20, 2018	43598	\$1,574.15	FM CONTROLS	WATER-SEWER	LABOR & PARTS : WTP- RE-WIRE & REPLACE PUMP, WWTP - LOZANO LIFT STATION STARTER CURRENT DETECTOR INSTALL ON PUMP
February 20, 2018	43599	\$137.99	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR JANUARY 2018 - PD
February 20, 2018	43600	\$150.00	FRESNO MADERA COUNTIES POLICE CHIEF'S ASSOCIATION	GENERAL	2018- YEARLY MEMBERSHIP DUES (2) - PD

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 2/13/2018 - 2/20/2018  
 Check # 043576 - 043622

February 20, 2018	43601	\$1,776.80	FRESNO NETWORKS	GENERAL-WATER-SEWER	(1) NETWORK SECURITY FIREWALL, (1) PROTECTION SERVICE MALWARE ANALYSIS TECHNOLOGIES
February 20, 2018	43602	\$1,169.60	GONZALEZ TRANSPORT, INC.	WATER-STREETS	(QTY 73.10) RIVER SAND 3 LOADS
February 20, 2018	43603	\$162.00	KERWEST NEWSPAPER	GENERAL	(9) LEGAL NOTICE LOCAL - ORDINANCE 18.01 - MARIE ST DEVELOPMENT
February 20, 2018	43604	\$156.00	LOS BANOS VETERINARY CLINIC	GENERAL	(3) CITY EUTHANASIA
February 20, 2018	43605	\$54,009.35	MID VALLEY DISPOSAL, INC.	REFUSE- STREETS	ROLL OFF BIN EXCHANGE 40Y (QTY 2.78), ROLL OFF BIN EXCHANGE (QTY 12.74), SANITATION CONTRACT SERV FOR JANUARY 2018
February 20, 2018	43606	\$2,061.71	NORTHSTAR CHEMICAL	WATER	(400 GAL) SODIUM HYPOCHLORITE - 12.5% MILL A, (625 GAL) SODIUM HYPOCHLORITE - 12.5 MILL A
February 20, 2018	43607	\$219.47	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES FOR VARIOUS DEPARTMENTS
February 20, 2018	43608	\$4,085.00	PRICE, PAIGE, & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	PROFESSIONAL SERVICES - COMPLETION STATE CONTROL FINANCE END JUNE 30, 2017
February 20, 2018	43609	\$4,500.00	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	CITY ENGINEERING SERVICES - RETAINER JANAUARY 2018
February 20, 2018	43610	\$1,983.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 1/26/18 - 2/9/18
February 20, 2018	43611	\$15.00	RAMON'S TIRE & AUTO SERVICE	GENERAL	VEH#85 (1) TIRE REPAIR FOR PD
February 20, 2018	43612	\$34.97	ERNEST PACKING SOLUTIONS	GENERAL-WATER-SEWER	JANITORIAL SUPPLIES FOR MULTIPLE DEPARTMENTS
February 20, 2018	43613	\$155.00	SEBASTIAN	GENERAL-WATER-SEWER	TECHINICAL SUPPORT - PHONE TROUBLE PROBLEM MAKING OUTGOING CALLS
February 20, 2018	43614	\$1,153.86	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR JANUARY 2018
February 20, 2018	43615	\$317.59	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ENCROACHMENT - 10TH STREET, MARIE ST, & BELMONT AVE FOR MARCH 2018
February 20, 2018	43616	\$1,107.00	TELSTAR INSTRUMENTS, INC	WATER-SEWER	WWTP SERVICE - 4 HOURS OF CALIBRATIONS (6 METERS) & HOURLY RATE, WTP SERVICE- 4 HOURS ANNUAL CALIBRATIONS (2 METERS)
February 20, 2018	43617	\$1,007.01	HOME DEPOT CREDIT SERVICES	STREETS	STREET LIGHTS (6) COUPLINGS (2) SOLVENT CEMENT LOW VOC, (6) ELBOW 2" BELL END, (3) 8 STRANDED THHN BLACK- 500 FT
February 20, 2018	43618	\$1,183.55	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 3/8CM SC3000 ENVIRONMENT AGG & ASPHALT HOT MIX, (QTY 5.26) (QTY 6.46) (QTY 4.87)
February 20, 2018	43619	\$1,521.95	USA BLUEBOOK	WATER	ZENNER HYDRANT METER FOR CAL-TRANS REIMBURSEABLE, (2) 3/4 LOWPRO WATER SERVICE LOCK (3) BARREL LOCK (1) KEY
February 20, 2018	43620	\$265.83	VULCAN MATERIALS COMPANY	STREETS	ST 1/2 IN HMA TYPE A ASPHALT (QTY 4.02) 2ND ST PATCHING
February 20, 2018	43621	\$55.80	WECO	GENERAL-WATER-SEWER	(6) RENT CYL (ACETYLENE #4, OXYGEN D, OXYGEN K)
February 20, 2018	43622	\$21.66	WESCO DISTRIBUTION, INC.	WATER-SEWER	RETURNED ITEM RESTOCKING AND FREIGHT CHARGE
		<b>\$217,748.71</b>			

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MICHAEL OSBORN, ASSISTANT CITY ENGINEER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** UPDATE TO STREET STANDARD DRAWINGS  
**DATE:** FEBRUARY 21, 2018

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**ISSUE**

Should the City Council adopt the attached resolution approving revisions to the Street Standard Drawings?

**BACKGROUND**

The current City Street Standard Drawings (ST Drawings) <http://ci.mendota.ca.us/wp-content/uploads/2015/05/Standards-ST.pdf> are utilized by City contractors and private development contractors within the City when constructing standard street improvements. Most of these drawings have not been revised in nearly a decade.

**ANALYSIS**

Over the last several years, with additional public streets being built, constructability issues were noticed with several of the standard drawings and city street lights have been changed from High Pressure Sodium luminaires to the energy efficient Light Emitting Diodes (LED) luminaires.

Additionally, City staff desired new, narrower local street sections with sidewalks setback from the curb with a parkway strip. Staff researched standards of other municipalities and developed the revised Local Street Section, ST-3 and the new Modified Local Street Section, ST-3A, based on this research.

Other changes were made to correlate the Standard Drawings with the City's General Plan Update, remove inappropriate standard drawings, and update to current building codes.

The following is an index of Street Standard Drawings with a summary note of their revisions.

<b>STD. DWG.</b>	<b>NAME</b>	<b>REVISIONS</b>
ST-1	TRAFFIC INDEX CHART	Conformed to General Plan Update
ST-2	STRUCTURAL DESIGN CHART	DELETED
ST-3	STANDARD RESIDENTIAL STREET (THRU STREET)	Changed to: STANDARD LOCAL STREET Slight width reduction and setback sidewalk from back of curb with parkway strip
ST-3A	MODIFIED RESIDENTIAL STREET (NON-THROUGH STREETS)	Changed to: MODIFIED LOCAL STREET Created narrower street section with sidewalks set back from curb by parkway strip
ST-4	MAJOR COLLECTOR – RESIDENTIAL	Changed to: RESIDENTIAL COLLECTOR
ST-5	MAJOR COLLECTOR – COMMERCIAL	Changed to: COMMERCIAL COLLECTOR
ST-6	MAJOR ARTERIAL	Changed to: ARTERIAL
ST-7	EXPRESSWAY	DELETED
ST-8	ACCESS ROAD	DELETED
ST-9	ALLEY	Minor note changes
ST-10	CUL-DE-SAC TURN-AROUND WITH ADJACENT SIDEWALK	Modified per new ST-3A
ST-11	CURB & GUTTER	Removed sand as alternate to base
ST-12A	CURB, GUTTER & SIDEWALK	Updated to match revised street sections
ST-12B	SUBGRADE PREP UNDER SIDEWALKS & RESIDENTIAL DRIVE APPROACHES	Minor note changes

ST-13A	CURB RAMP – TYPE A	Updated per changes to California Building Code; removed sand under curb
ST-13B	CURB RAMP – TYPE B	Updated per changes to California Building Code; removed sand under curb
ST-13C	CURB RAMP – TYPE C	Updated per changes to California Building Code; removed sand under curb
ST-14	CONCRETE VALLEY GUTTER – STREET INTERSECTION	Removed sand as alternate to base
ST-15	RESIDENTIAL DRIVE APPROACH	Removed sand as alternate to base
ST-16	COMMERCIAL DRIVE APPROACH	Removed other materials as standard alternates to base
ST-17	ALLEY APPROACH	Removed sand as alternate to base
ST-18	STREET LIGHT ELECTROLIERS	Updated for LED luminaires and corrected anchor bolt positioning
ST-19	STREET NAME SIGN	Minor note changes
ST-20	TEMPORARY TIMBER BARRICADE	Minor note changes
ST-21	ASPHALT CONCRETE SPEED HUMP	DELETED

**FISCAL IMPACT**

These revisions have no direct fiscal impact.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution approving the revisions to the Street (ST) Standard Drawings.

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA TO ADOPT THE  
REVISED STREET STANDARD DRAWINGS**

**RESOLUTION NO. 18-12**

**WHEREAS**, the current Street Standard Drawings of the City of Mendota (“City”) were last revised nearly a decade ago; and

**WHEREAS**, in February of 2018 the City revised its Street Standard Drawings ST-1 through ST-21 (“Revisions”); and

**WHEREAS**, the Revisions were deemed appropriate due to noted constructability issues, applicability to the City’s needs, material changes, and Building Code updates.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the Street Standard Drawings ST-1 through ST-21, as revised in February 2018, attached hereto as Exhibit “A” and incorporated herein by this reference, are hereby approved.

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

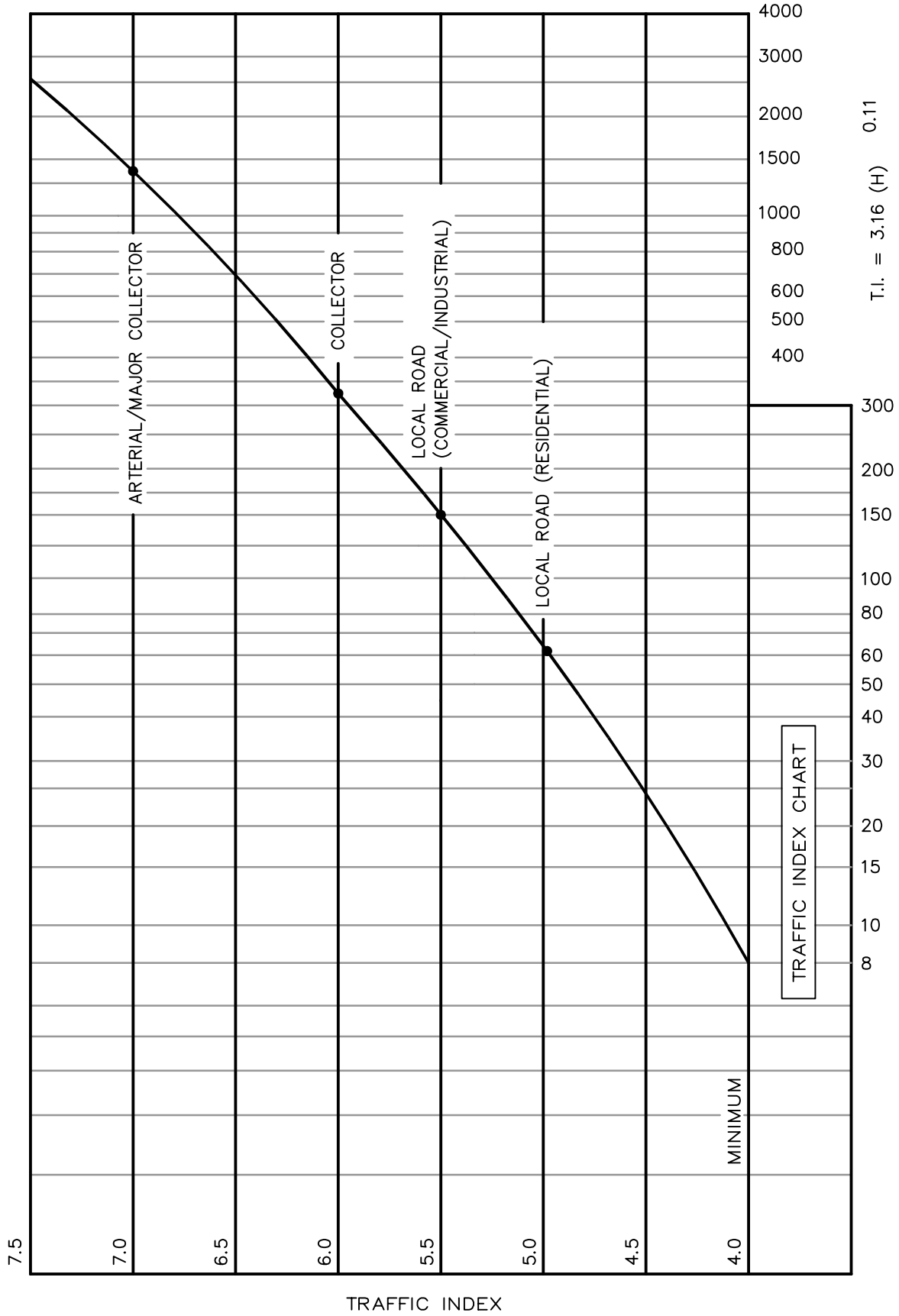
ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 27<sup>th</sup> day of February, 2018, by the following vote:

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

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





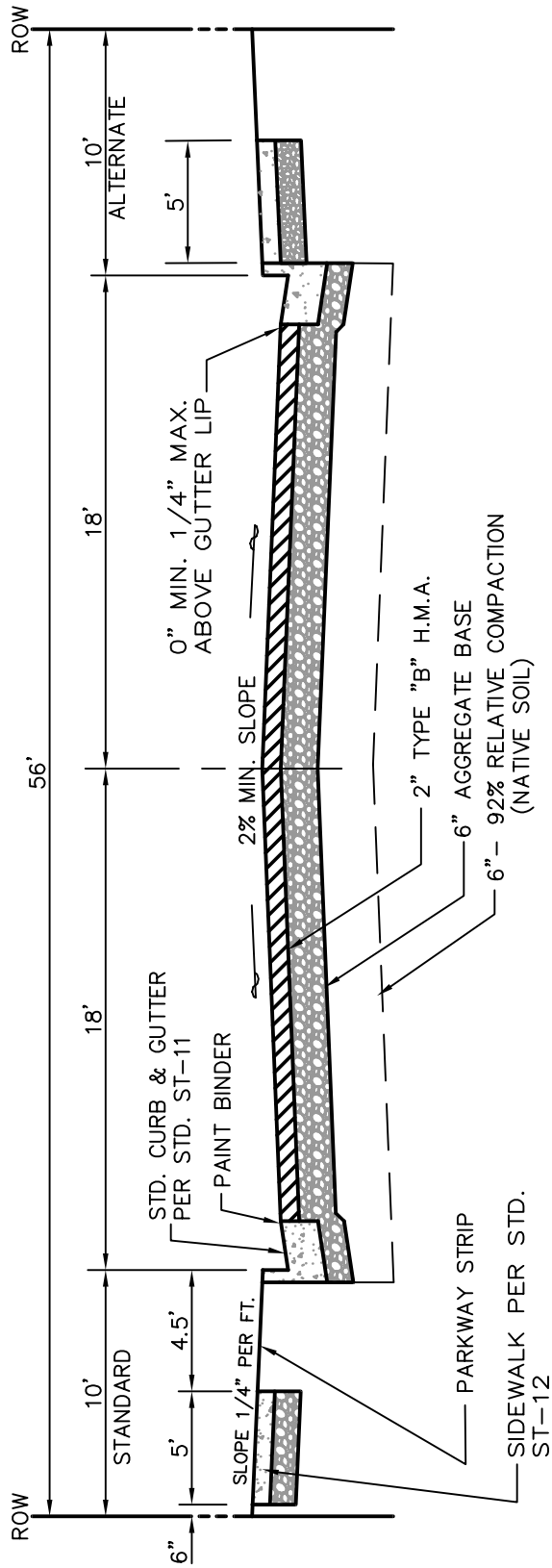
CALCULATED T.I.'S SHALL BE ROUNDED UP TO THE NEAREST 0.5 WHERE THE NUMBER OF UNITS TO BE SERVED OR TRAFFIC COUNTS CAN NOT BE DETERMINED USE THE TRAFFIC INDEX SHOWN.

NUMBER OF RESIDENTIAL UNITS (H) SERVED

AREAS CONSIDERED AS SHOULDERS MAY HAVE T.I.'S EQUAL TO 0.6 OF THE TRAVEL LANES. 4.0 IS MINIMUM T.I. FOR DESIGN OF THE TRAVELWAY AND SHOULDERS.

$T.I. = 3.16 (H)^{0.11}$

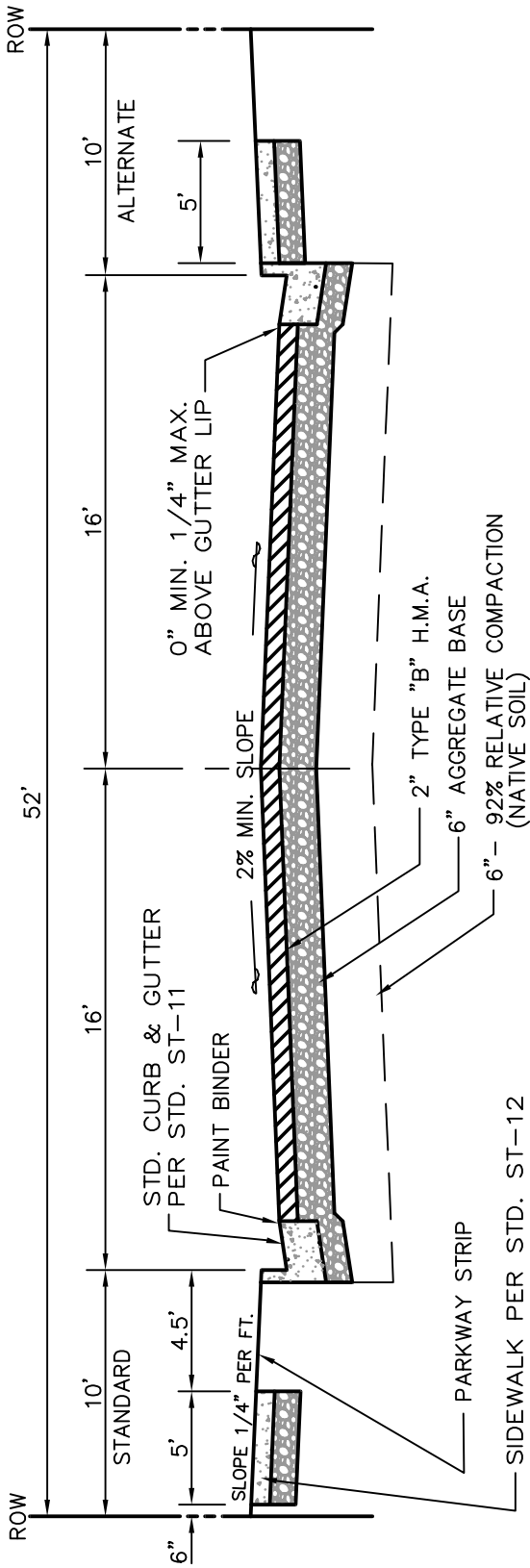
REVISION DATE		CITY OF MENDOTA	STD. DWG.
SEP 07			ST-1
FEB 18		TRAFFIC INDEX CHART	



**NOTES:**

1. HOT MIX ASPHALT CONCRETE AND EARTHWORK SHALL CONFORM TO SECTIONS 39 AND 19 OF THE STATE STANDARD SPECIFICATIONS, LATEST EDITION.
2. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
3. RECLAIMED AGGREGATE BASE - THICKNESS OF RECLAIMED AGGREGATE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
4. FOR R-VALUES LESS THAN 50, THE STRUCTURAL SECTION SHALL BE DESIGNED IN ACCORDANCE TO STANDARDS ST-1, AND CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION.
5. TRAFFIC INDEX = 5 OR 5.5, PER ST-1
6. MINIMUM GUTTER SLOPE = 0.12%
7. MINIMUM CROSS SLOPE = 2%
8. MINIMUM SLOPE ON WIDENING = 1.5%
9. DESIGN SPEED = 30 MPH.
10. MINIMUM RADIUS = 250'
11. STOPPING SIGHT DISTANCE = 200'
12. SIDEWALKS SHALL BE CONSTRUCTED WITH STANDARD 10' PATTERN WITH PARKWAY STRIP. ALTERNATE PATTERN, WITH SIDEWALK CONTIGUOUS WITH CURB, MAY BE USED ONLY WITH PERMISSION OF THE CITY.
13. CONCRETE SHALL BE 6 SACK CEMENT PER CUBIC YARD.

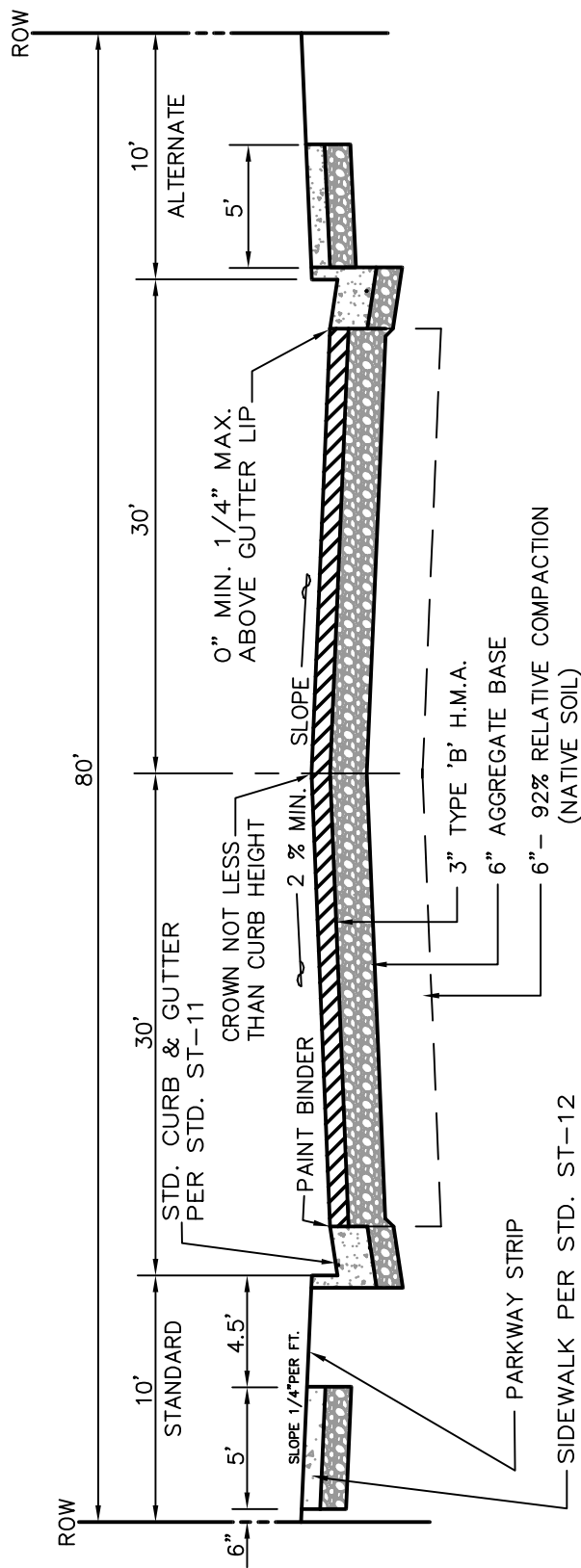
REVISION DATE		CITY OF MENDOTA		STD. DWG.
AUG 04		STANDARD LOCAL STREET		ST-3
DEC 10				
FEB 18				



**NOTES:**

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4. FOR R-VALUES LESS THAN 50, THE STRUCTURAL SECTION SHALL BE DESIGNED IN ACCORDANCE TO STANDARDS ST-1, AND CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION.
5. TRAFFIC INDEX = 5
6. MINIMUM GUTTER SLOPE = 0.12%
7. MINIMUM CROSS SLOPE = 2%
8. MINIMUM SLOPE ON WIDENING = 1.5%
9. DESIGN SPEED = 30 MPH.
10. MINIMUM RADIUS = 250'
11. STOPPING SIGHT DISTANCE = 200'
12. SIDEWALKS SHALL BE CONSTRUCTED WITH STANDARD 10' PATTERN WITH PARKWAY STRIP. ALTERNATE PATTERN, WITH SIDEWALK CONTIGUOUS WITH CURB, MAY BE USED ONLY WITH PERMISSION OF THE CITY.
13. CONCRETE SHALL BE 6 SACK CEMENT PER CUBIC YARD.
14. MAXIMUM ADT FOR THIS SECTION IS 700 VPD.
15. USE OF SECTION REQUIRES COORDINATION OF DRIVE APPROACH LOCATIONS AND CITY APPROVAL OF LAYOUT, WHICH WILL BE CONDITIONS OF APPROVAL OF THE DEVELOPMENT.

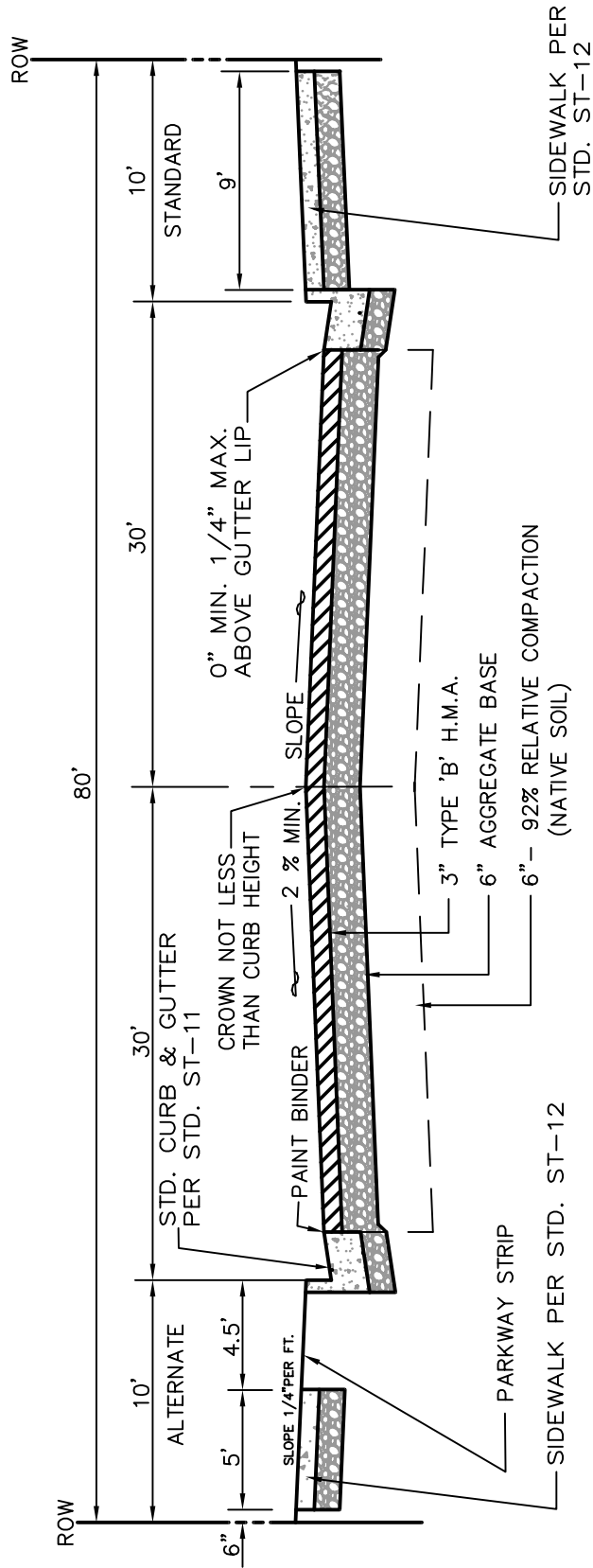
REVISION DATE		CITY OF MENDOTA  MODIFIED LOCAL STREET	STD. DWG.
AUG 04			ST-3A
DEC 10			
FEB 18			



**NOTES:**

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4. FOR R-VALUES LESS THAN 50, THE STRUCTURAL SECTION SHALL BE DESIGNED IN ACCORDANCE TO STANDARDS ST-1, AND CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION.
5. TRAFFIC INDEX = 6
6. MINIMUM GUTTER GRADE = 0.12%
7. MINIMUM CROSS SLOPE = 2%
8. MAXIMUM CROSS SLOPE = 5%
9. MINIMUM SLOPE ON WIDENING = 1.5%
10. DESIGN SPEED = 40 MPH
11. MINIMUM RADIUS = 550'
12. STOPPING SIGHT DISTANCE = 300'
13. SIDEWALKS SHALL BE CONSTRUCTED WITH STANDARD 10' PATTERN WITH PARKWAY STRIP. ALTERNATE PATTERN, WITH SIDEWALK CONTIGUOUS WITH CURB, MAY BE USED ONLY WITH PERMISSION OF THE CITY.
14. CONCRETE SHALL BE 6 SACK PER CUBIC YARD

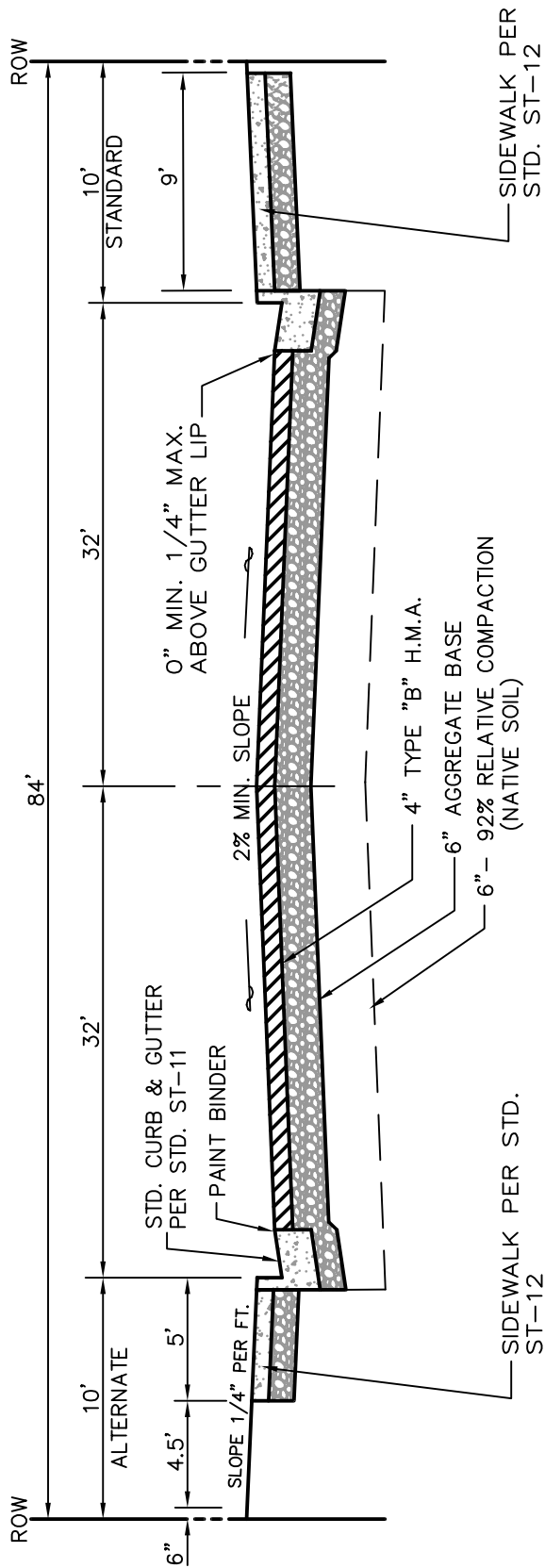
REVISION DATE		CITY OF MENDOTA  RESIDENTIAL COLLECTOR	STD. DWG.
AUG 04			ST-4
DEC 10			
FEB 18			



**NOTES:**

1. HOT MIX ASPHALT CONCRETE AND EARTHWORK SHALL CONFORM TO SECTIONS 39 AND 19 OF THE STATE STANDARD SPECIFICATIONS, LATEST EDITION.
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3. RECLAIMED AGGREGATE BASE - THICKNESS OF RECLAIMED AGGREGATE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
4. FOR R-VALUES LESS THAN 50, THE STRUCTURAL SECTION SHALL BE DESIGNED IN ACCORDANCE TO STANDARDS ST-1, AND CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION.
5. TRAFFIC INDEX = 6
6. MINIMUM GUTTER GRADE = 0.12%
7. MINIMUM CROSS SLOPE = 2%
8. MAXIMUM CROSS SLOPE = 5%
9. MINIMUM SLOPE ON WIDENING = 1.5%
10. DESIGN SPEED = 40 MPH
11. MINIMUM RADIUS = 550'
12. STOPPING SIGHT DISTANCE = 300'
13. SIDEWALKS SHALL BE CONSTRUCTED WITH STANDARD 10' PATTERN WITH WIDE SIDEWALK CONTIGUOUS WITH CURB. ALTERNATE PATTERN, WITH PARKWAY STRIP, MAY BE USED ONLY WITH PERMISSION OF THE CITY.
14. CONCRETE SHALL BE 6 SACK PER CUBIC YARD

REVISION DATE		CITY OF MENDOTA  <b>COMMERCIAL COLLECTOR</b>	STD.DWG.
AUG 04			<b>ST-5</b>
DEC 10			
FEB 18			



**NOTES:**

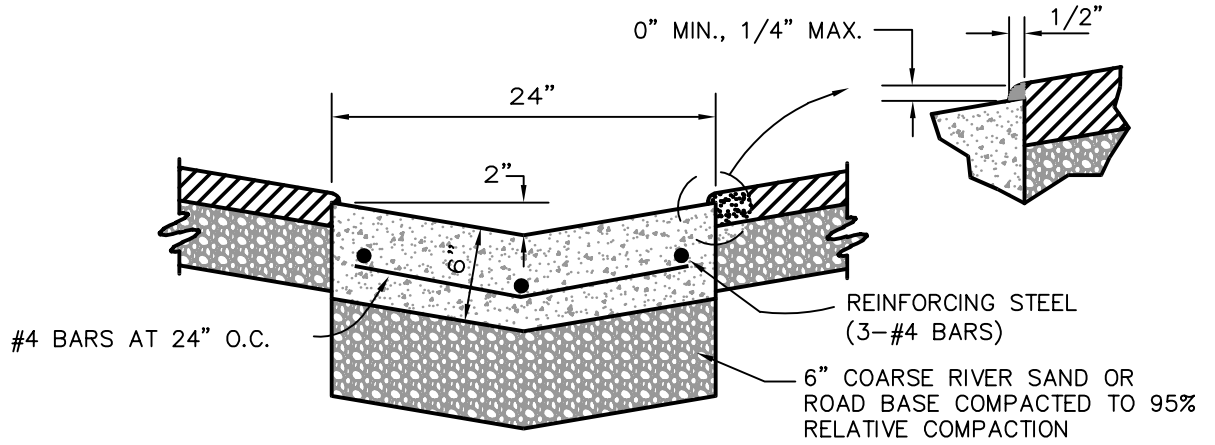
1. HOT MIX ASPHALT CONCRETE AND EARTHWORK SHALL CONFORM TO SECTIONS 39 AND 19 OF THE STATE STANDARD SPECIFICATIONS, LATEST EDITION.
2. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
3. RECLAIMED AGGREGATE BASE - THICKNESS OF RECLAIMED AGGREGATE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
4. FOR R-VALUES LESS THAN 50, THE STRUCTURAL SECTION SHALL BE DESIGNED IN ACCORDANCE TO STANDARDS ST-1, AND CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION.
5. TRAFFIC INDEX = 7
6. MINIMUM GUTTER SLOPE = 0.12%
7. MINIMUM CROSS SLOPE = 2%
8. MINIMUM SLOPE ON WIDENING = 1.5%
9. MAXIMUM CROSS SLOPE = 5%
10. DESIGN SPEED = 40 MPH.
11. MINIMUM RADIUS = 550'
12. STOPPING SIGHT DISTANCE = 300'
13. SIDEWALKS SHALL BE CONSTRUCTED WITH STANDARD WIDE SIDEWALK CONTIGUOUS WITH CURB. ALTERNATE PATTERN, WITH NARROW SIDEWALK CONTIGUOUS WITH CURB, MAY BE USED ONLY WITH PERMISSION OF THE CITY.
14. CONCRETE SHALL BE 6 SACK CEMENT PER CUBIC YARD.

REVISION DATE	
AUG 04	FEB 18
SEP 07	
DEC 10	

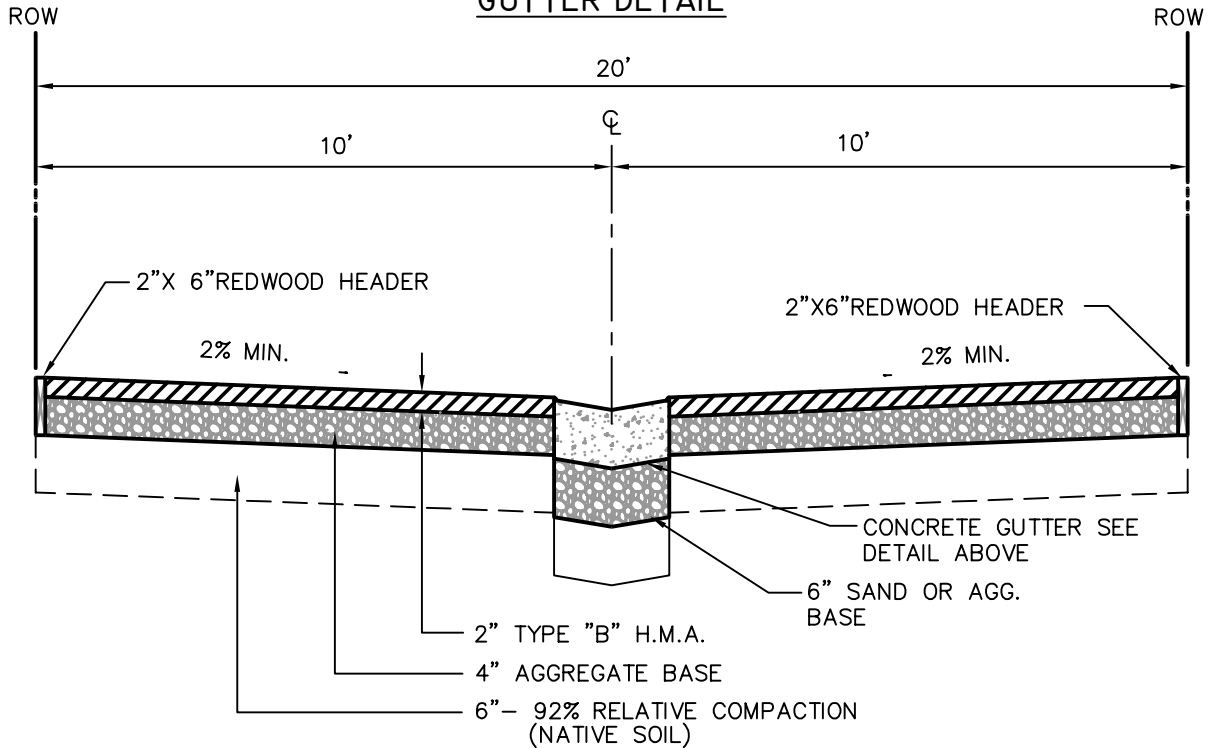
CITY OF MENDOTA

ARTERIAL

STD.DWG.
ST-6



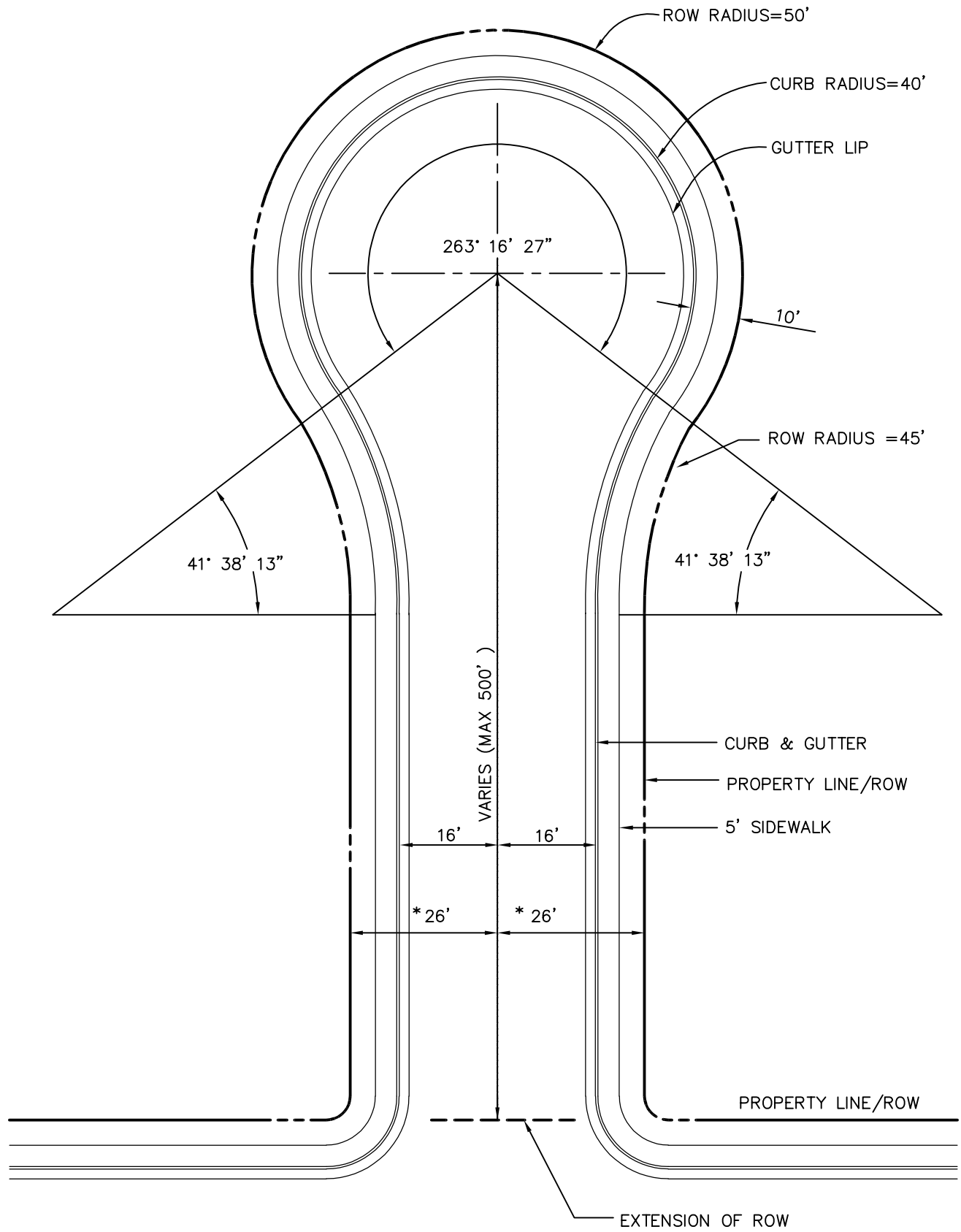
### GUTTER DETAIL



### NOTES:

1. HOT MIX ASPHALT CONCRETE AND EARTHWORK SHALL CONFORM TO SECTIONS 39 AND 19 OF THE STATE STANDARD SPECIFICATIONS, LATEST EDITION.
2. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
3. RECLAIMED AGGREGATE BASE - THICKNESS OF RECLAIMED AGGREGATE SHALL CONFORM TO SECTION 26 OF THE STATE STANDARD SPECIFICATIONS.
4. THE STRUCTURAL SECTION AS SHOWN SHALL HAVE A MINIMUM SUBSOIL R-VALUE OF 50, FOR R-VALUES LESS THAN 50, THE STRUCTURAL SECTION SHALL BE DESIGNED IN ACCORDANCE TO STANDARDS ST-1 AND CALTRANS HIGHWAY DESIGN MANUAL, LATEST EDITION, WITH A TRAFFIC INDEX = 4.
5. CONCRETE VALLEY GUTTER SHALL HAVE WEAKENED PLAN JOINTS AT 15' O.C. TOOL EDGES OF JOINT.
6. PROVIDE EXPANSION JOINT IN CONCRETE GUTTER AT 90' O.C. TOOL EDGES OF JOINT.
7. CONCRETE SHALL BE 6 SACK CEMENT PER CUBIC YARD.

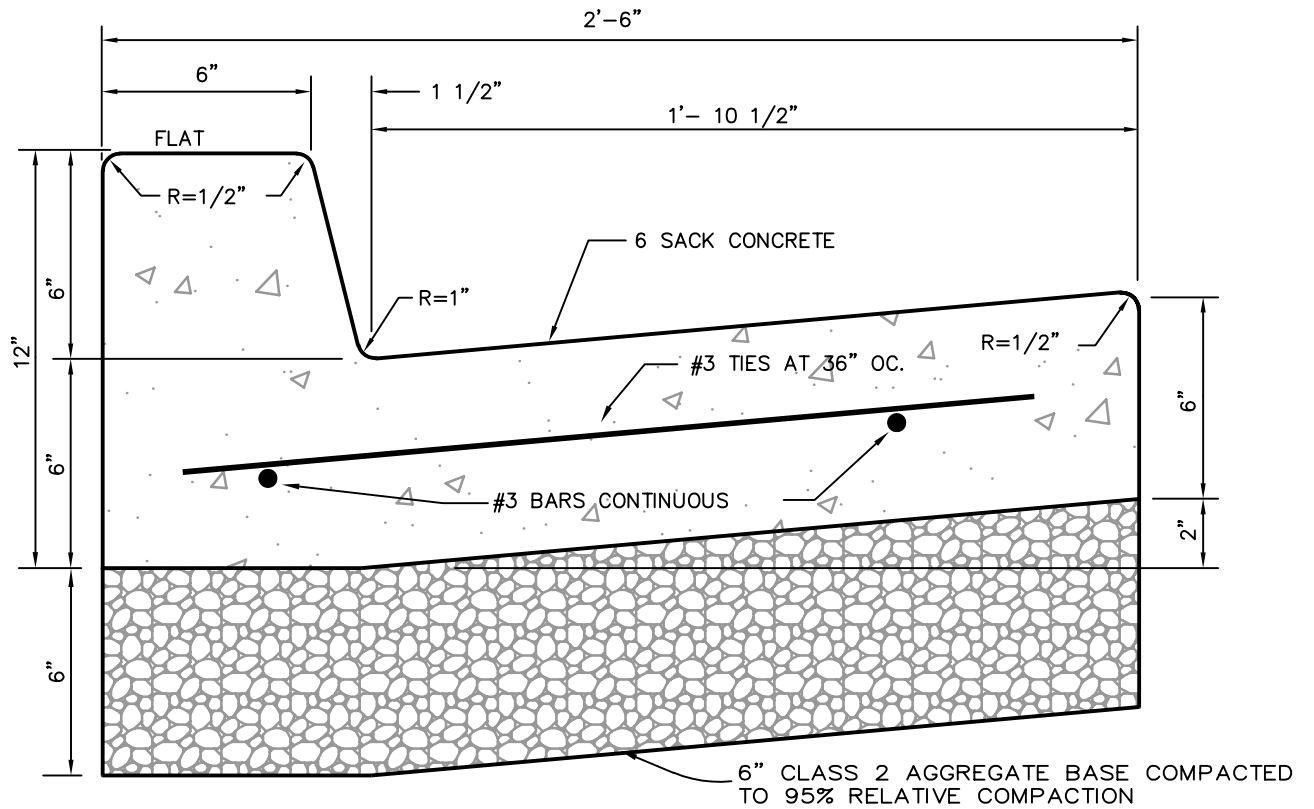
REVISION DATE		CITY OF MENDOTA		STD.DWG.
AUG 04	FEB 18	ALLEY		ST-9
DEC 10				
SEP 07				



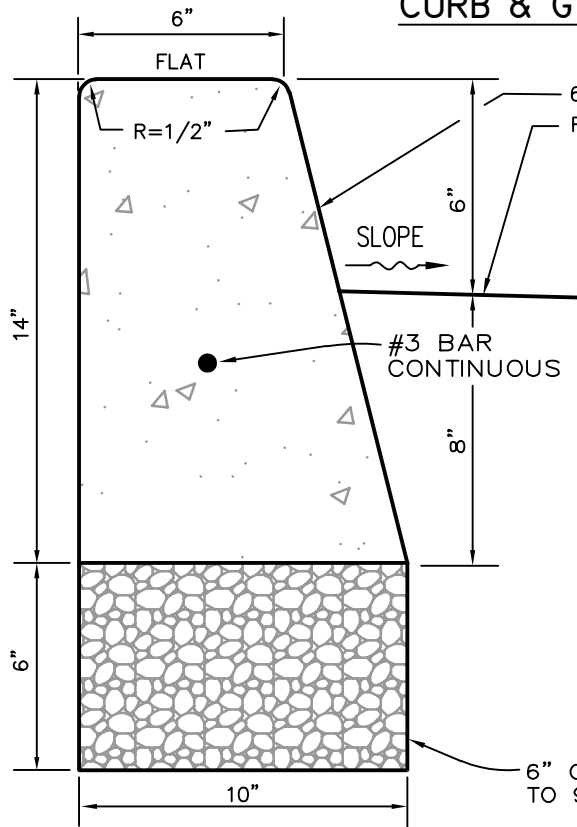
\* SEE MODIFIED LOCAL STREET STANDARD ST-3A

REVISION DATE		CITY OF MENDOTA	STD. DWG.
FEB 18			CUL-DE-SAC TURN-AROUND WITH STANDARD SIDEWALK





**CURB & GUTTER DETAIL**

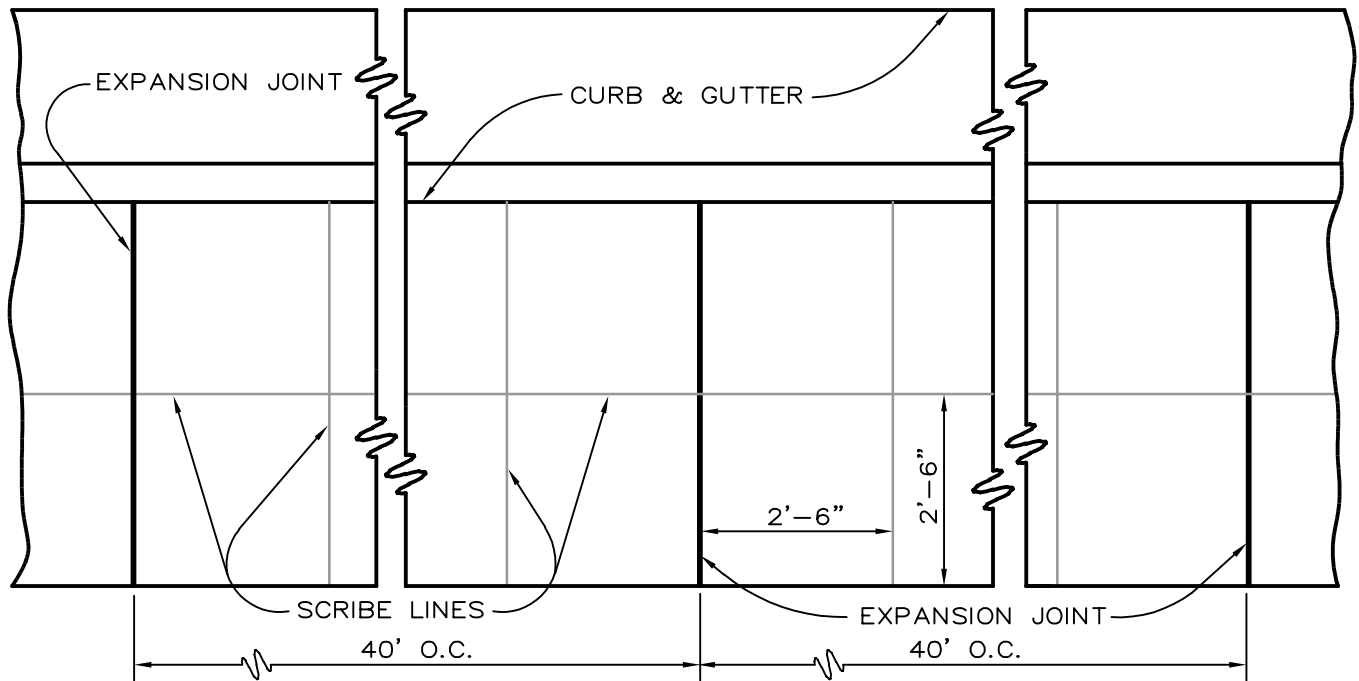


**CURB DETAIL**

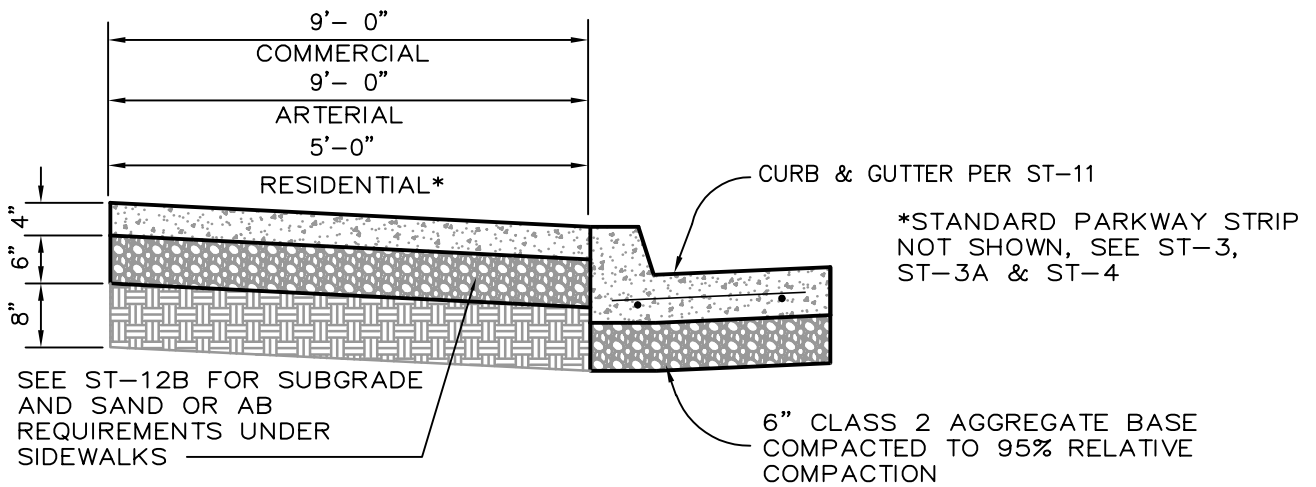
**NOTES:**

1. TOP OF CURB TO BE TROWELED AND HAVE A LIGHT BRUSH FINISH. GUTTER TO BE TROWELED AND HAVE LIGHT BRUSH FINISH.
2. SEE ST-12 FOR JOINT REQUIREMENTS.
3. FOR CONTINUOUS MACHINE CURB & GUTTER, THE #3 TIES AT 36" O.C. MAY BE DELETED IF THE CONCRETE MIX INCLUDES A MINIMUM OF 1 LB. PER YARD OF POLYPROPYLENE FIBER.

REVISION DATE		CITY OF MENDOTA	STD. DWG.
SEP 07			CURB & GUTTER
FEB 18			



**PLAN OF SIDEWALK, CURB & GUTTER, SCRIBE LINE DETAILS**



**SECTION OF SIDEWALK AND CURB**

( EXCEPT THROUGH ALLEY AND DRIVE APPROACHES )

**NOTES:**

1. WEAKENED PLANE JOINTS SHALL BE INSTALLED IN SIDEWALK AND CURB & GUTTER AT 10' O.C. MAXIMUM.
2. EXPANSION JOINTS SHALL BE 1/4" TO 1/2" AND INSTALLED IN SIDEWALK AT 40' O.C. MAXIMUM.
3. EXPANSION JOINTS SHALL BE INSTALLED IN SIDEWALK AND CURB & GUTTER AT ALL CURB RETURNS.
4. SEE ST-12B FOR SUBGRADE AND SAND OR AGGREGATE ROAD BASE PLACED UNDER SIDEWALKS.
5. SIDEWALK, CURB AND GUTTER TO BE CONSTRUCTED WITH 6 SACK CONCRETE.
6. SIDEWALKS SHALL HAVE A MEDIUM BROOM FINISH.

REVISION DATE		CITY OF MENDOTA		STD. DWG.
SEP 07		CURB, GUTTER, & SIDEWALK		ST-12A
FEB 18				

COMPACTION CRITERIA

SUBGRADE SOIL UNDER SIDEWALKS, RAMPS AND RESIDENTIAL DRIVE APPROACHES SHALL BE MOISTURE CONDITIONED AND COMPACTED TO A DEPTH OF 8" AS SHOWN IN FOLLOWING TABLE. MOISTURE CONDITIONING AND COMPACTING SHALL BE BASED UPON THE EXPANSION POTENTIAL OF THE NATIVE SOIL. IN THE ABSENCE OF A SOILS REPORT, A PLASTICITY INDEX (PI) OF GREATER THAN 25 SHALL BE USED.

A MINIMUM OF 6" OF SAND OR CLASS II AGGREGATE BASE SHALL BE REQUIRED BETWEEN THE SUBGRADE AND SIDEWALK, RAMP OR RESIDENTIAL DRIVE APPROACH. THE SAND OR AGGREGATE BASE SHALL HAVE A MINIMUM COMPACTION EQUIVALENT TO THE SUBGRADE.

SAND SHALL BE CLEAN, POORLY-GRADED, WITH 100% PASSING A 1/4" SCREEN AND NO MORE THAN 10% PASSING A #200 SCREEN.

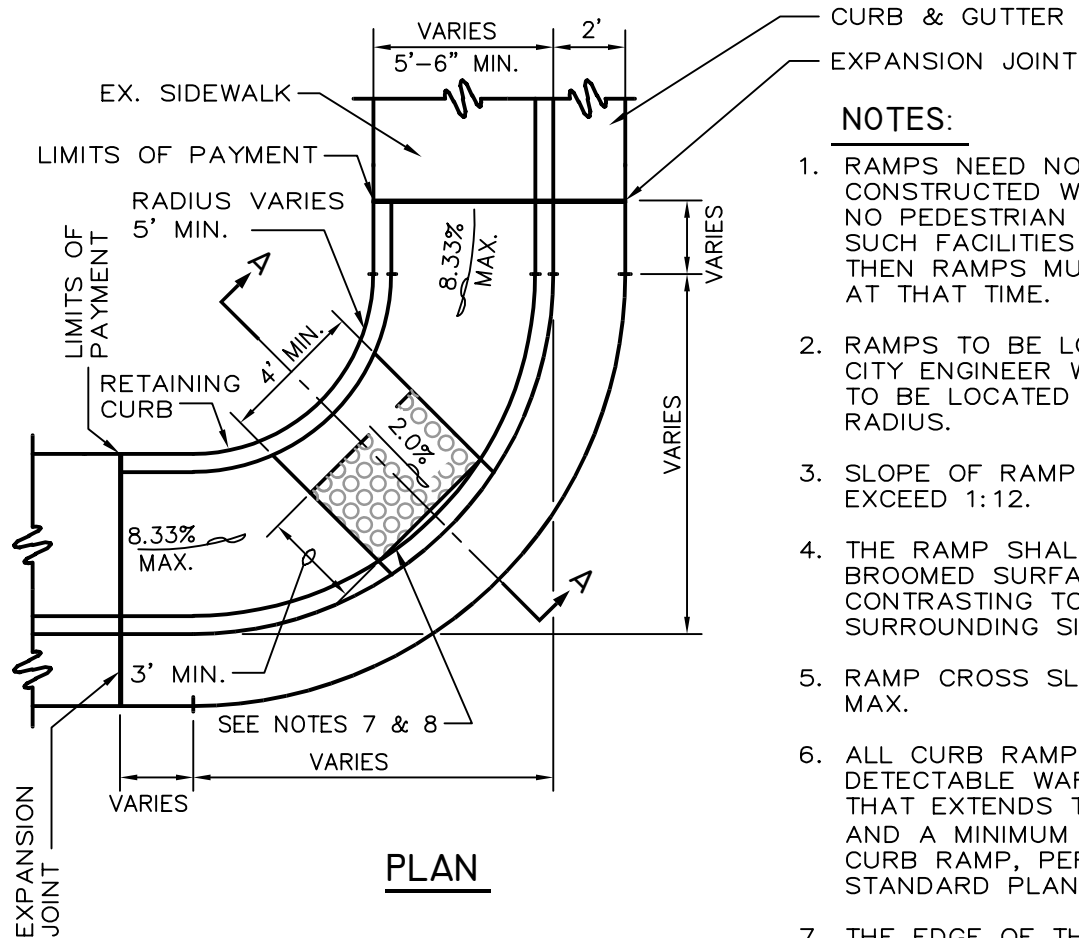
COMPACTION TESTS WILL BE REQUIRED AT LOCATIONS DESIGNATED BY AND SUPERVISED BY THE CITY, AND PAID FOR BY THE PROPERTY OWNER.

IF ACHIEVING COMPACTION OF THE SUBGRADE MATERIAL IS BELIEVED TO BE UNATTAINABLE, THE OWNER OR CONTRACTOR MAY CHOOSE TO REPLACE THE 8" OF SUBGRADE WITH SAND OR AGGREGATE BASE WITH A MINIMUM COMPACTION EQUIVALENT TO THE SUBGRADE.

EXPANSION POTENTIAL OF SOILS		RELATIVE COMPACTION (MIN.-MAX.)	MINIMUM MOISTURE CONDITIONING (% OVER OPTIMUM)
PI	EI		
< 9	< 20	90%	+ 0%
9 TO 15	21 - 40	90 - 95%	+ 3%
16 TO 25	41 - 80	88 - 92%	+ 4%
> 25	> 80	88 - 92%	+ 5%

REVISION DATE	CITY OF MENDOTA		STD. DWG.
9-25-07	SUBGRADE PREPARATION		ST-12B
FEB 18	UNDER SIDEWALKS AND		
	RESIDENTIAL DRIVE APPROACHES		

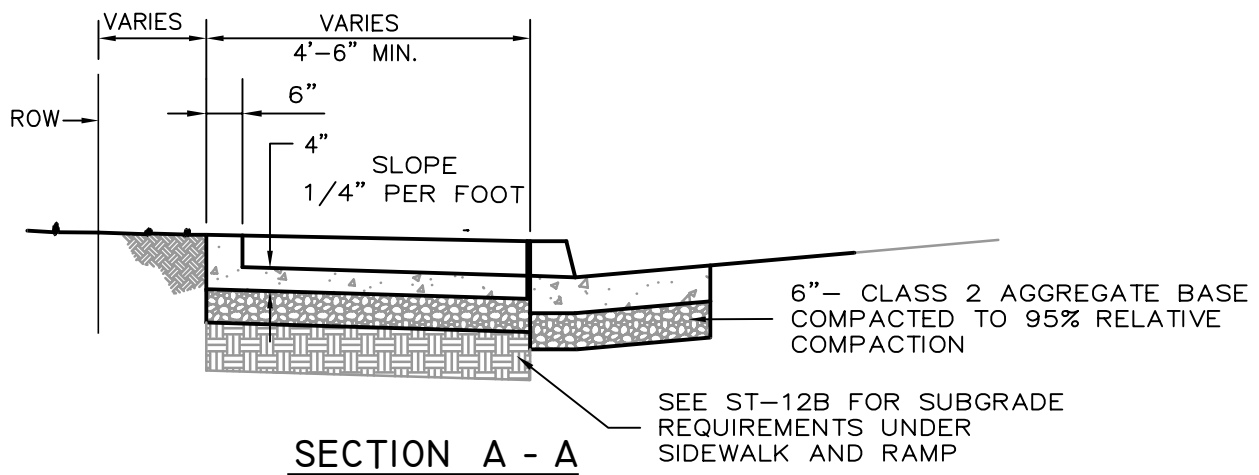




**PLAN**

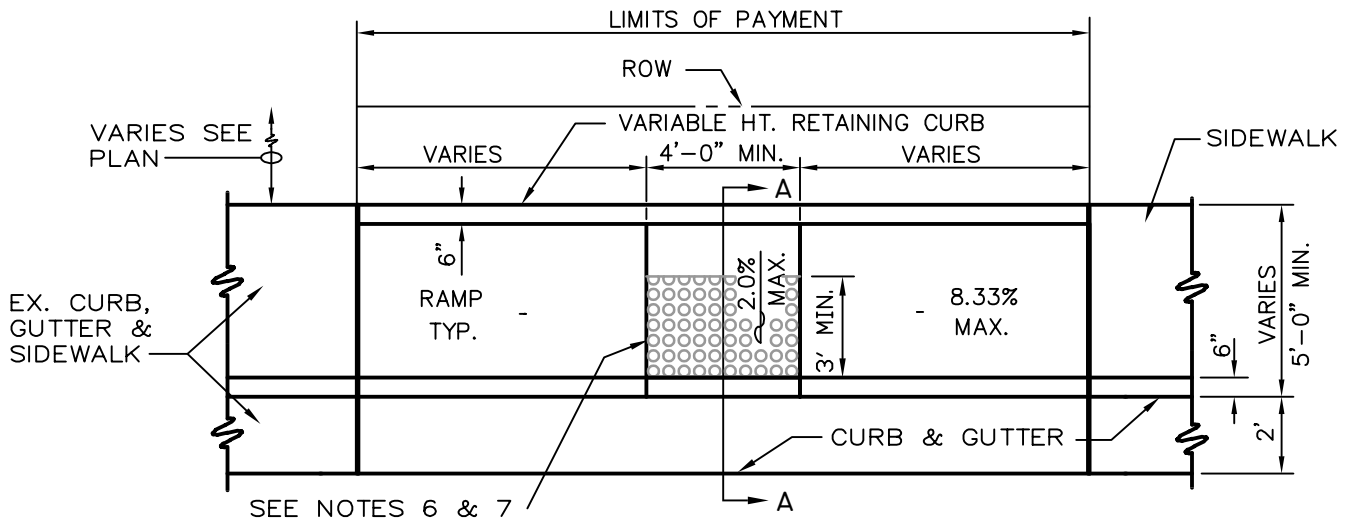
**NOTES:**

1. RAMPS NEED NOT BE CONSTRUCTED WHERE THERE ARE NO PEDESTRIAN FACILITIES. IF SUCH FACILITIES ARE ADDED LATER THEN RAMPS MUST BE INSTALLED AT THAT TIME.
2. RAMPS TO BE LOCATED BY THE CITY ENGINEER WHEN IMPRACTICAL TO BE LOCATED AT CENTERLINE OF RADIUS.
3. SLOPE OF RAMP SHALL NOT EXCEED 1:12.
4. THE RAMP SHALL HAVE A HEAVY BROOMED SURFACE TEXTURE CONTRASTING TO THE SURROUNDING SIDEWALK.
5. RAMP CROSS SLOPE SHALL BE 2% MAX.
6. ALL CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND A MINIMUM 3' DEPTH OF THE CURB RAMP, PER CALTRANS STANDARD PLAN A88A.
7. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
8. ADJUST SLOPE OF GUTTER PAN ACROSS WIDTH OF LANDING TO 4.5% MAX.



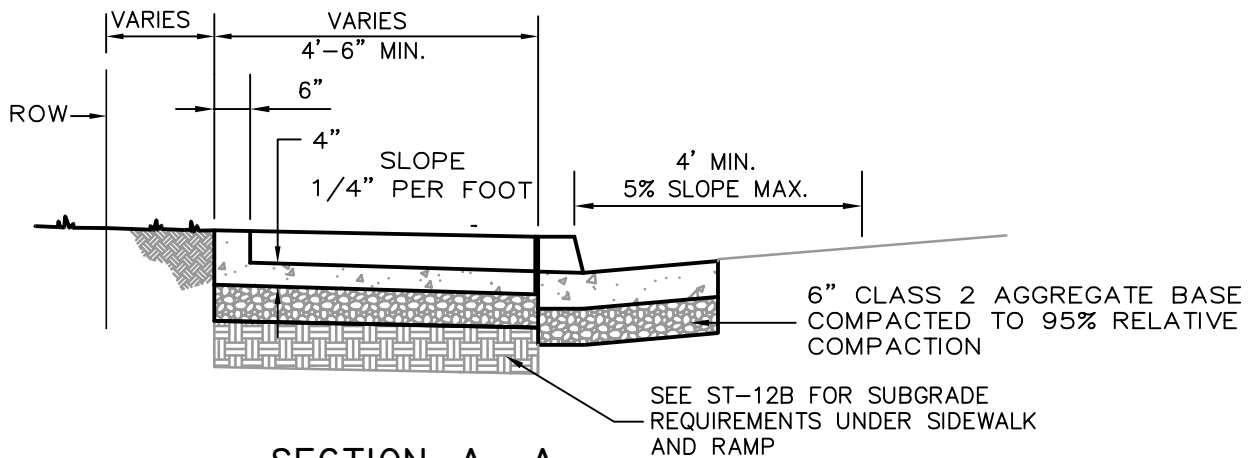
**SECTION A - A**

REVISION DATE		<b>CITY OF MENDOTA</b>  <b>CURB RAMP-TYPE B</b>	STD.DWG.
JAN 03	FEB 18		<b>ST-13B</b>
JUL 04			
JUN 09			



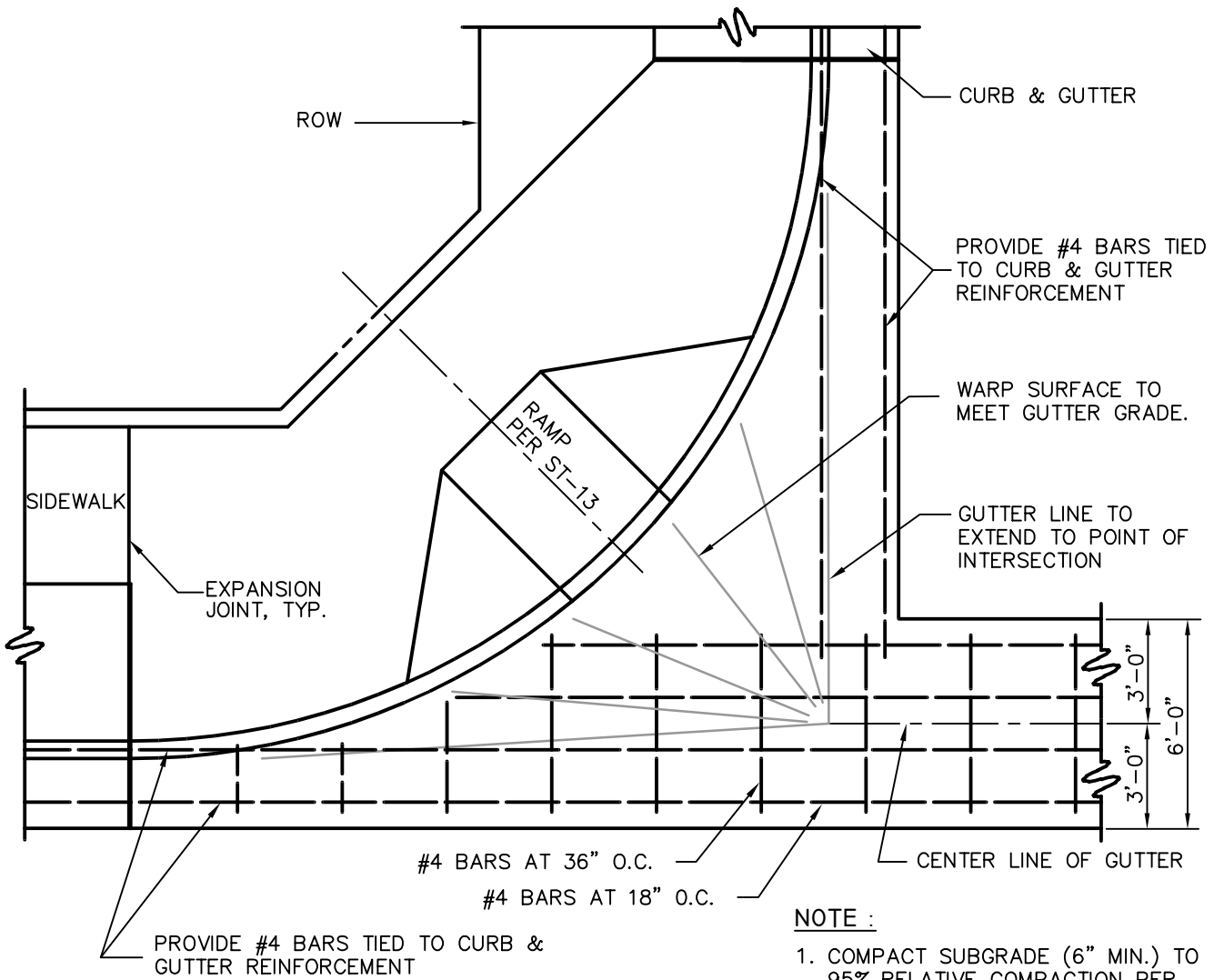
**NOTES:**

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2. RAMPS TO BE LOCATED BY THE CITY ENGINEER WHEN IMPRACTICAL TO BE LOCATED AT CENTERLINE OF RADIUS.
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4. THE RAMP SHALL HAVE A HEAVY BROOMED SURFACE TEXTURE CONTRASTING TO THE SURROUNDING SIDEWALK.
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7. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
8. ADJUST SLOPE OF GUTTER PAN ACROSS WIDTH OF LANDING TO 4.5% MAX.



**SECTION A - A**

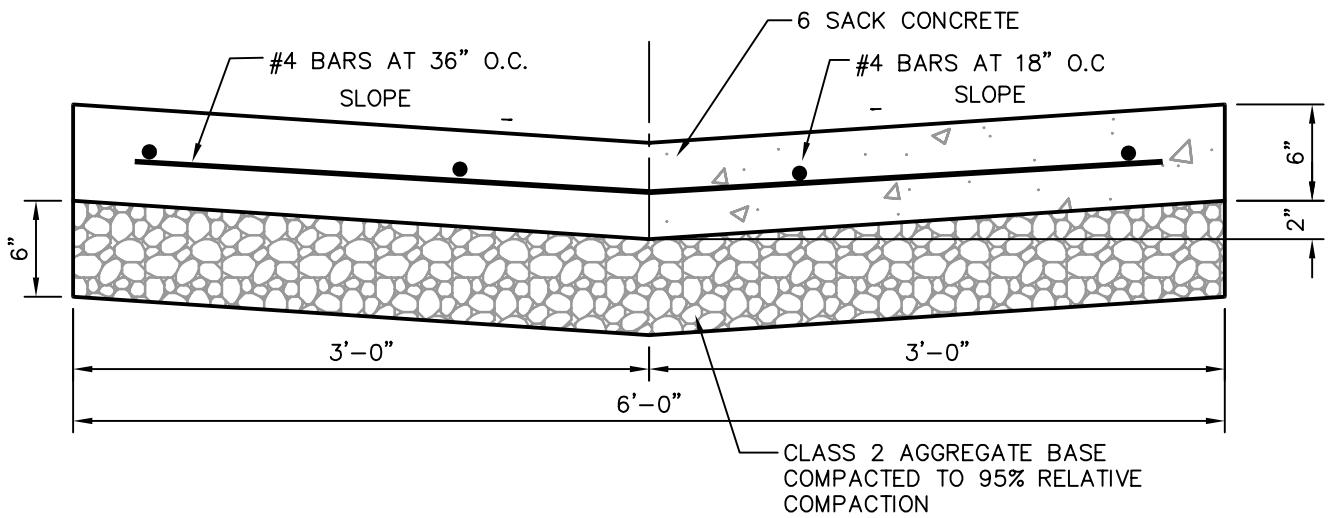
REVISION DATE		CITY OF MENDOTA	STD.DWG.
JAN 03	FEB 18		CURB RAMP-TYPE C
JUL 04			
JUN 09			



PLAN

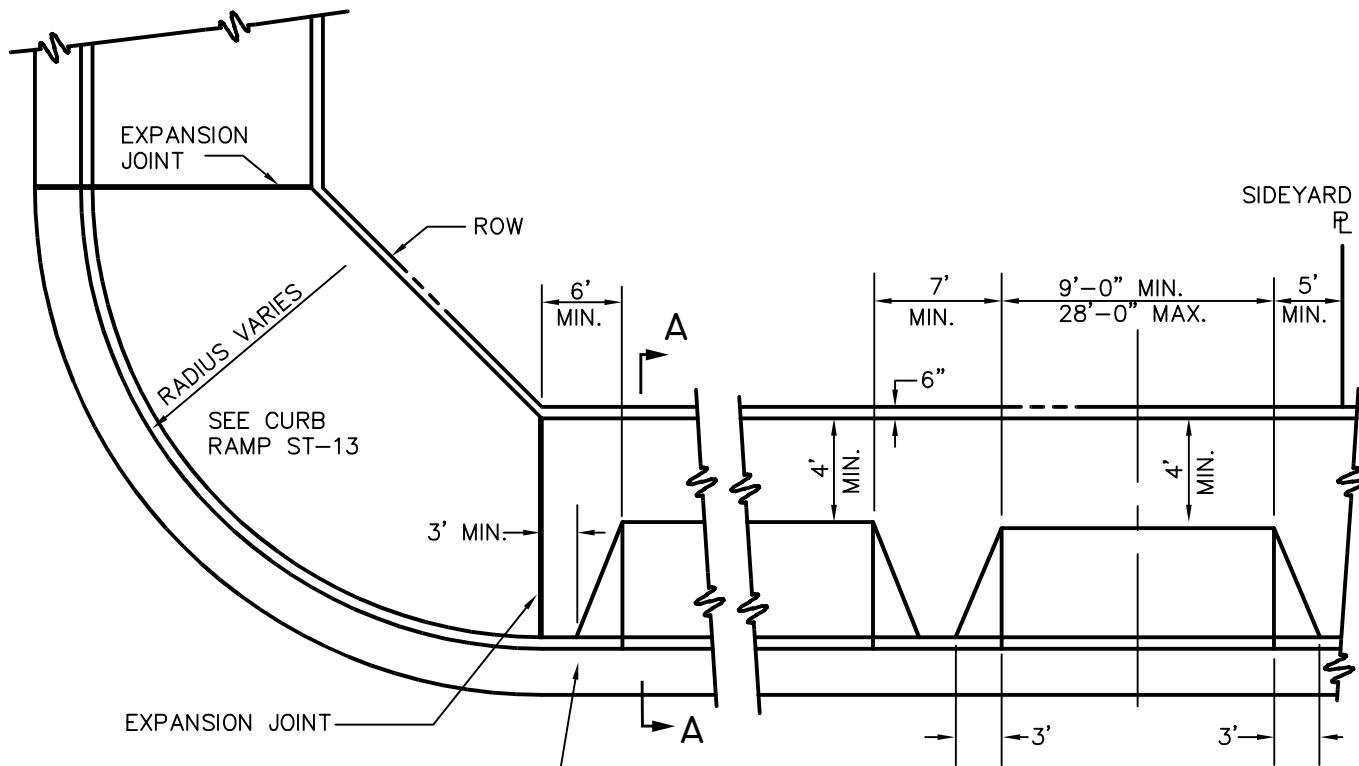
NOTE :

1. COMPACT SUBGRADE (6" MIN.) TO 95% RELATIVE COMPACTION PER ASTM D-2937 & D-1557.

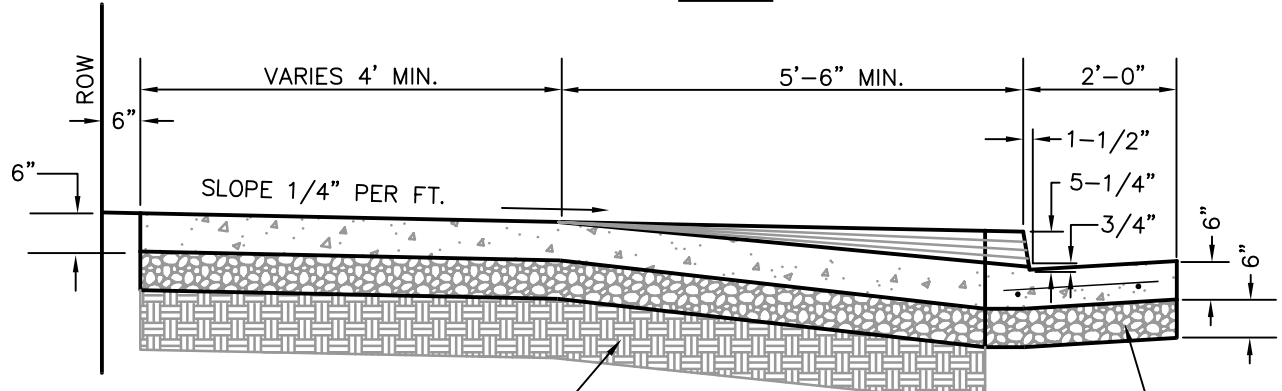


SECTION

REVISION DATE		CITY OF MENDOTA	STD. DWG.
JUN 09			CONCRETE VALLEY GUTTER STREET INTERSECTION
FEB 18		ST-14	



**PLAN**



SEE ST-12B FOR SUBGRADE REQUIREMENTS UNDER SIDEWALKS AND DRIVE APPROACHES

6" CLASS 2 AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION

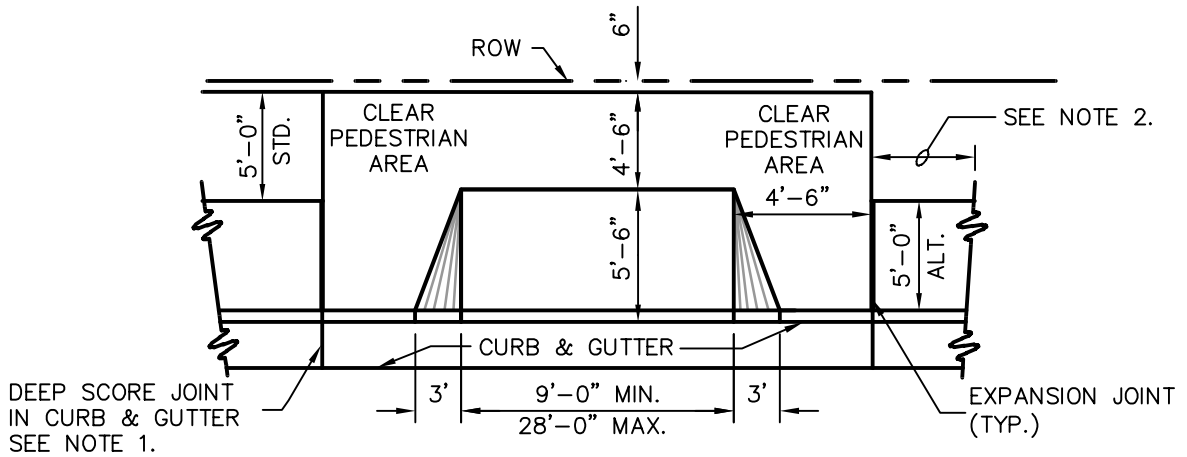
**SECTION A - A**

**NOTE:**

1. NOT MORE THAN 60% OF THE PROPERTY FRONTAGE MAY BE USED FOR DRIVEWAY OPENING.
2. DRIVEWAY WING SHALL BE A MINIMUM OF 3' FROM THE END OF THE CURB RETURN.
3. ALL CONSTRUCTION SHALL BE 6 SACK CONCRETE.
4. SEE STANDARD ST-15 SHEET 2 OF 2 FOR COMBINATION SIDEWALK APPROACH.

REVISION DATE		CITY OF MENDOTA	STD.DWG.
JUN 09			
FEB 18		RESIDENTIAL DRIVE APPROACH	ST-15 1 OF 2

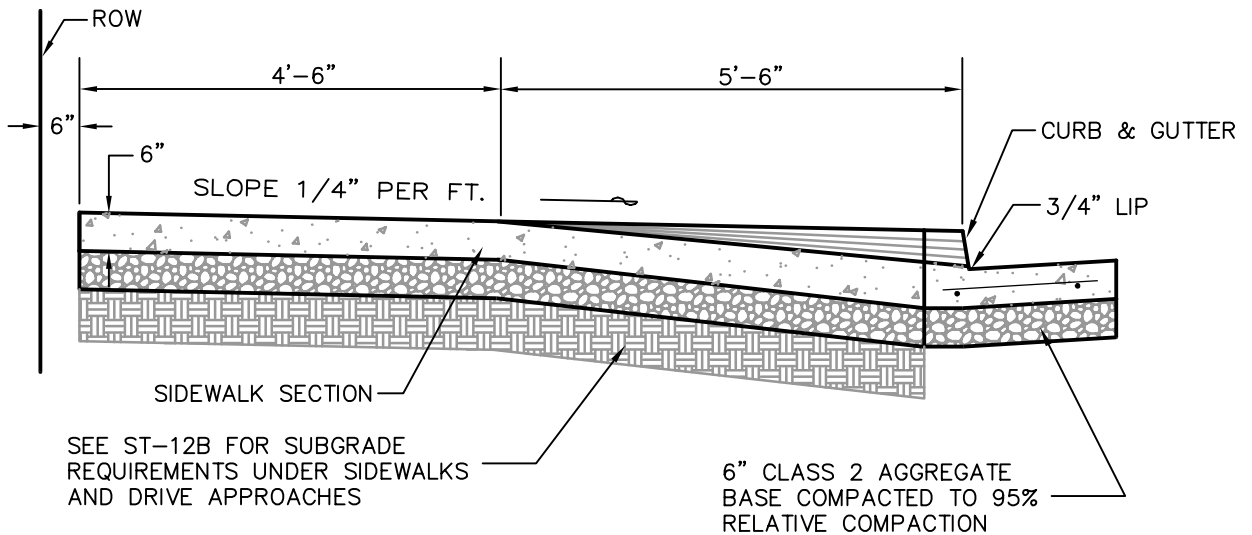




**PLAN**

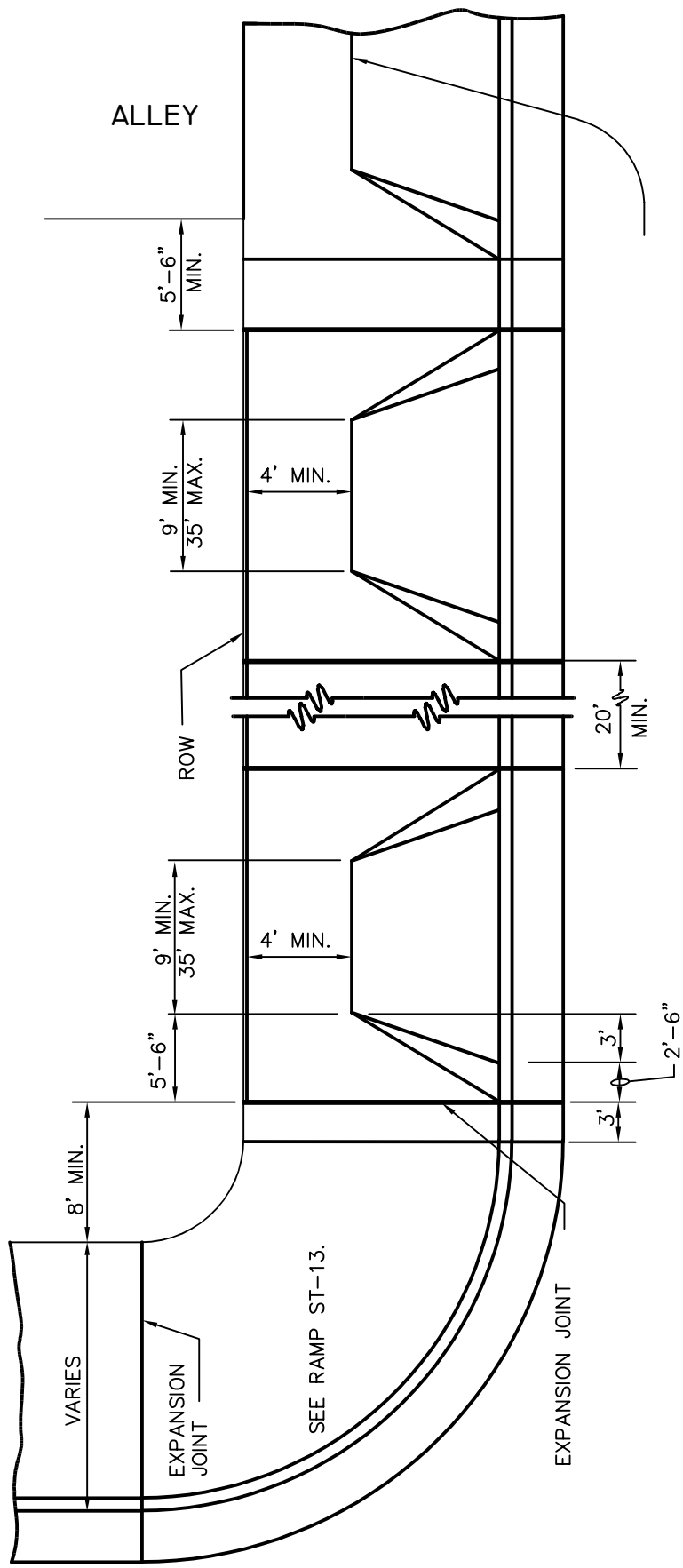
**NOTES:**

1. CONSTRUCTION OF NEW DRIVEWAYS WITHIN AREAS OF EXISTING IMPROVEMENTS SHALL BE SAWCUT AT THE EXPANSION JOINT LOCATION.
2. IN RESIDENTIAL AREAS WHERE DRIVE APPROACHES ARE PAIRED, THE ADA SIDEWALK BEHIND DRIVE APPROACH SHALL BE CONTINUOUS BETWEEN APPROACHES.
3. SEE ST-3 AND ST-3A FOR SIDEWALK LOCATION RELATIVE TO CURB.



**SECTION**

REVISION DATE		CITY OF MENDOTA	STD.DWG.
JUN 09			RESIDENTIAL DRIVE APPROACH COMBINATION SIDEWALK- APPROACH
FEB 18		ST-15	
			2 OF 2

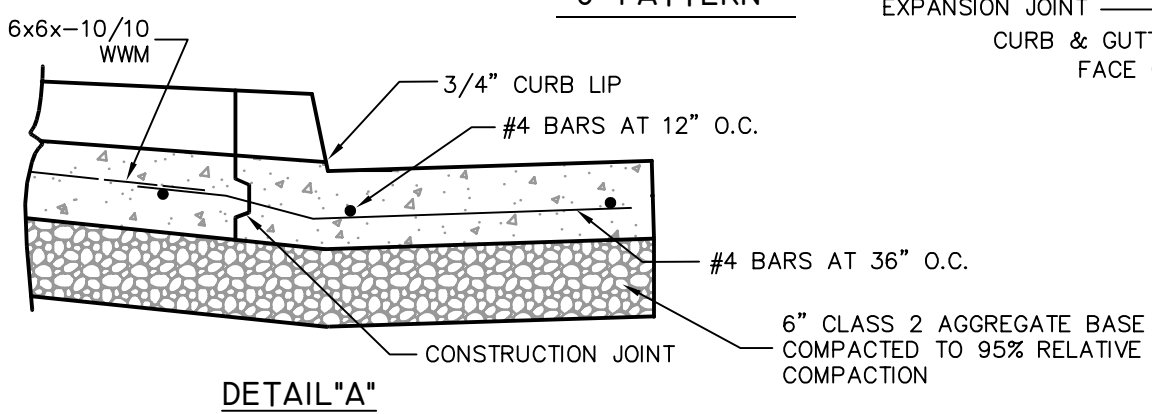
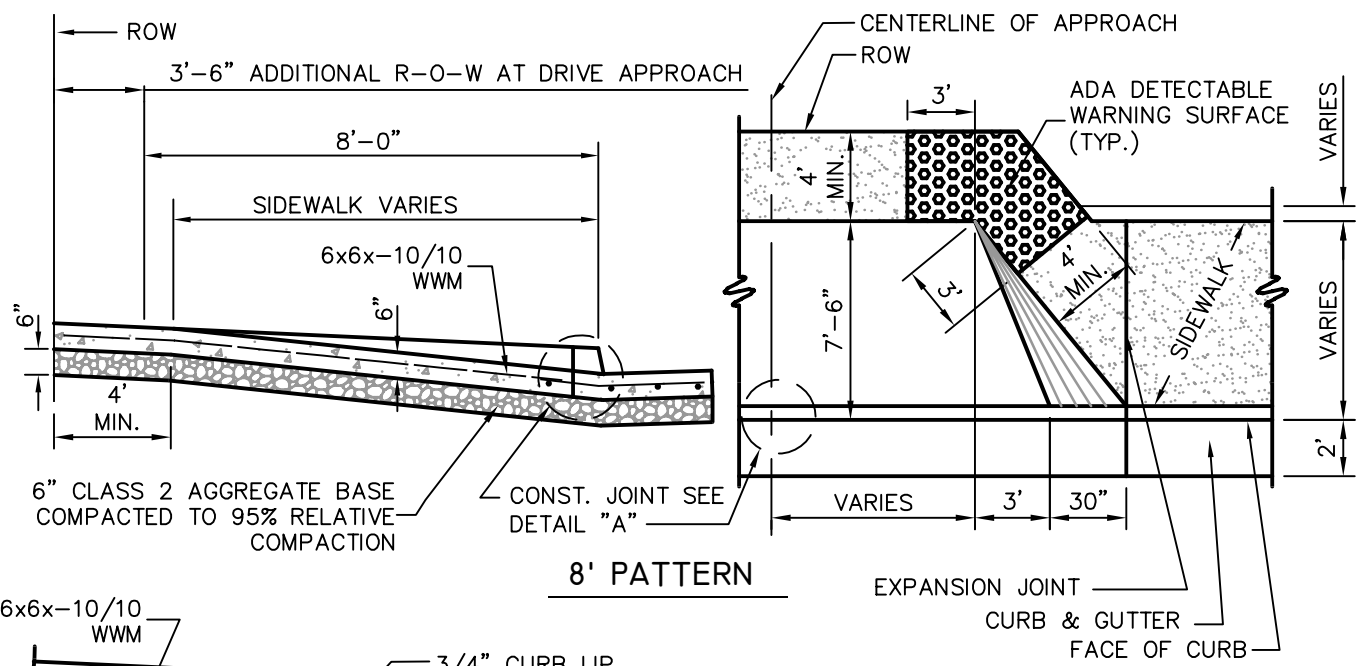
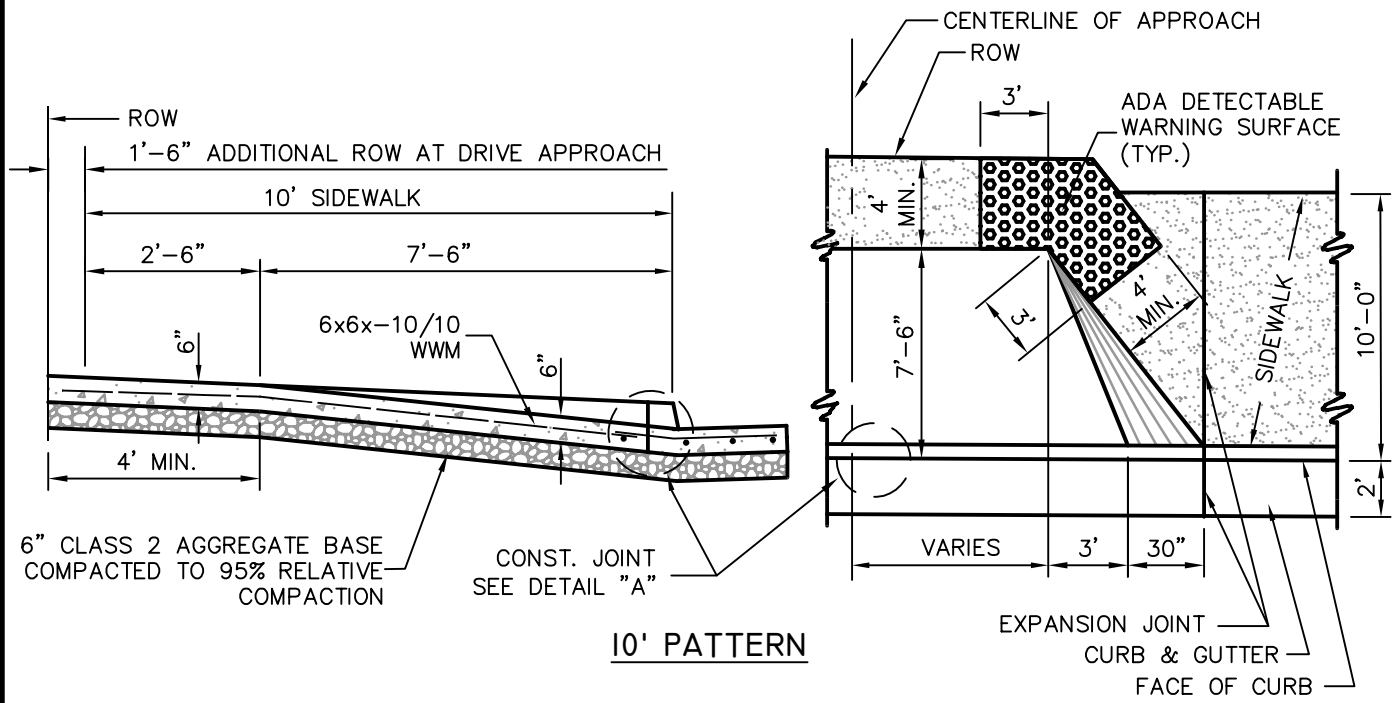


**STANDARD COMMERCIAL CURB, GUTTER AND SIDEWALK**

**NOTES:**

1. NOT MORE THAN 60% OF PROPERTY FRONTAGE MAY BE USED FOR DRIVEWAY OPENINGS.
2. END OF DRIVEWAY WING SHALL BE 8' MINIMUM FROM STREET RIGHT-OF-WAY AND 3' MINIMUM FROM END OF CURB RETURN.
3. ALL CONSTRUCTION SHALL BE 6 SACK PER CUBIC YARD CONCRETE.
4. STANDARD COMMERCIAL DRIVE APPROACH FOR T.I. OF 6-7 OR LESS.
5. HEAVY COMMERCIAL DRIVE APPROACHES SEE STANDARD ST-16 SHEET 3 OF 3. FOR MINIMUM REQUIREMENTS.
6. ADDITIONAL RIGHT-OF-WAY SHALL BE TAKEN AT DRIVE APPROACHES TO ACCOMMODATE ADA REQUIREMENTS FOR PASSAGE BEHIND DRIVEWAY RAMPS.

REVISION DATE		CITY OF MENDOTA	STD.DWG.
JUN 09			
FEB 18		COMMERCIAL DRIVE APPROACH	ST-16 1 OF 3



REVISION DATE		CITY OF MENDOTA	STD. DWG.
JUN 09			COMMERCIAL DRIVE APPROACH
FEB 18			

## HEAVY COMMERCIAL AND INDUSTRIAL DRIVE APPROACHES STANDARD FOR TRAFFIC INDEX EXCEEDING 7.0

NOTES:

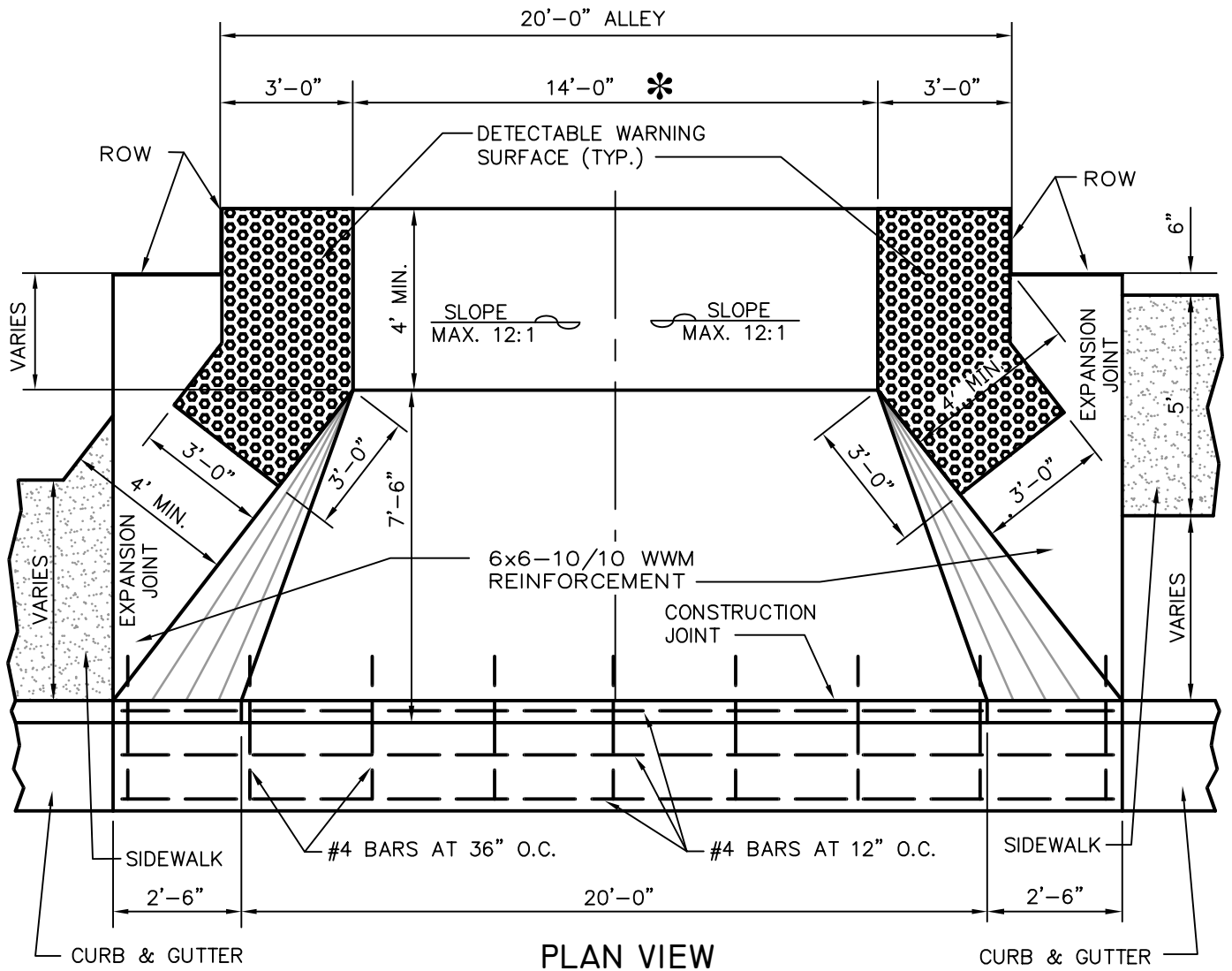
1. MINIMUM REINFORCEMENT SHALL BE #4 BARS AT 12 INCHES O.C. BOTH WAYS.
2. THE MINIMUM THICKNESS SHALL BE AS FOLLOWS:

T.I.	PCCP  INCHES	AGGREGATE BASE (AB)  INCHES
7 1/2 – 8	7.5	8"
8 1/2 – 10	8.5	10"
10 1/2 – 12	9.5	12"
12 +	10.5	14"

LEGEND

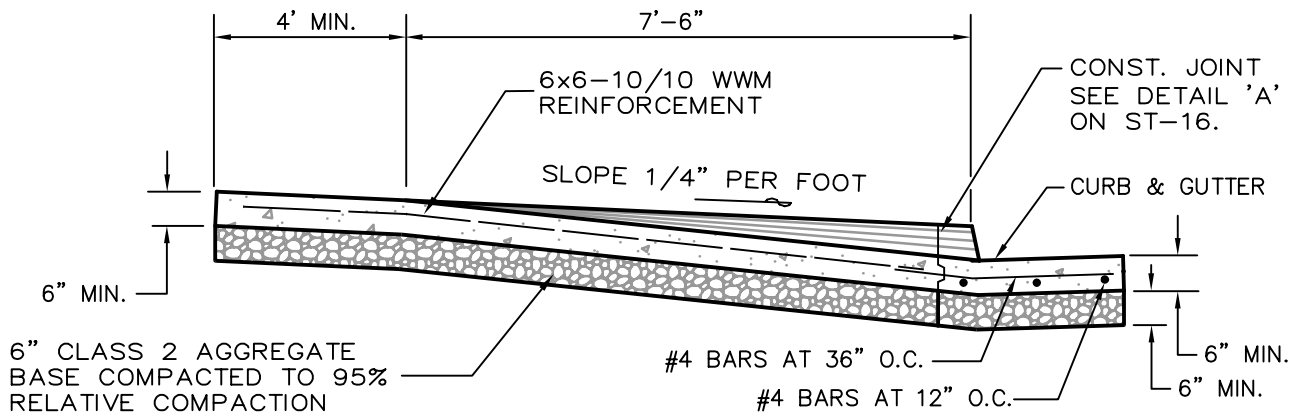
AB = AGGREGATE BASE  
PCCP = PORTLAND CEMENT CONCRETE PAVEMENT

REVISION DATE	CITY OF MENDOTA	STD. DWG.
JUN 09	<b>COMMERCIAL DRIVE APPROACH</b>	<b>ST-16</b> 3 OF 3
FEB 18		



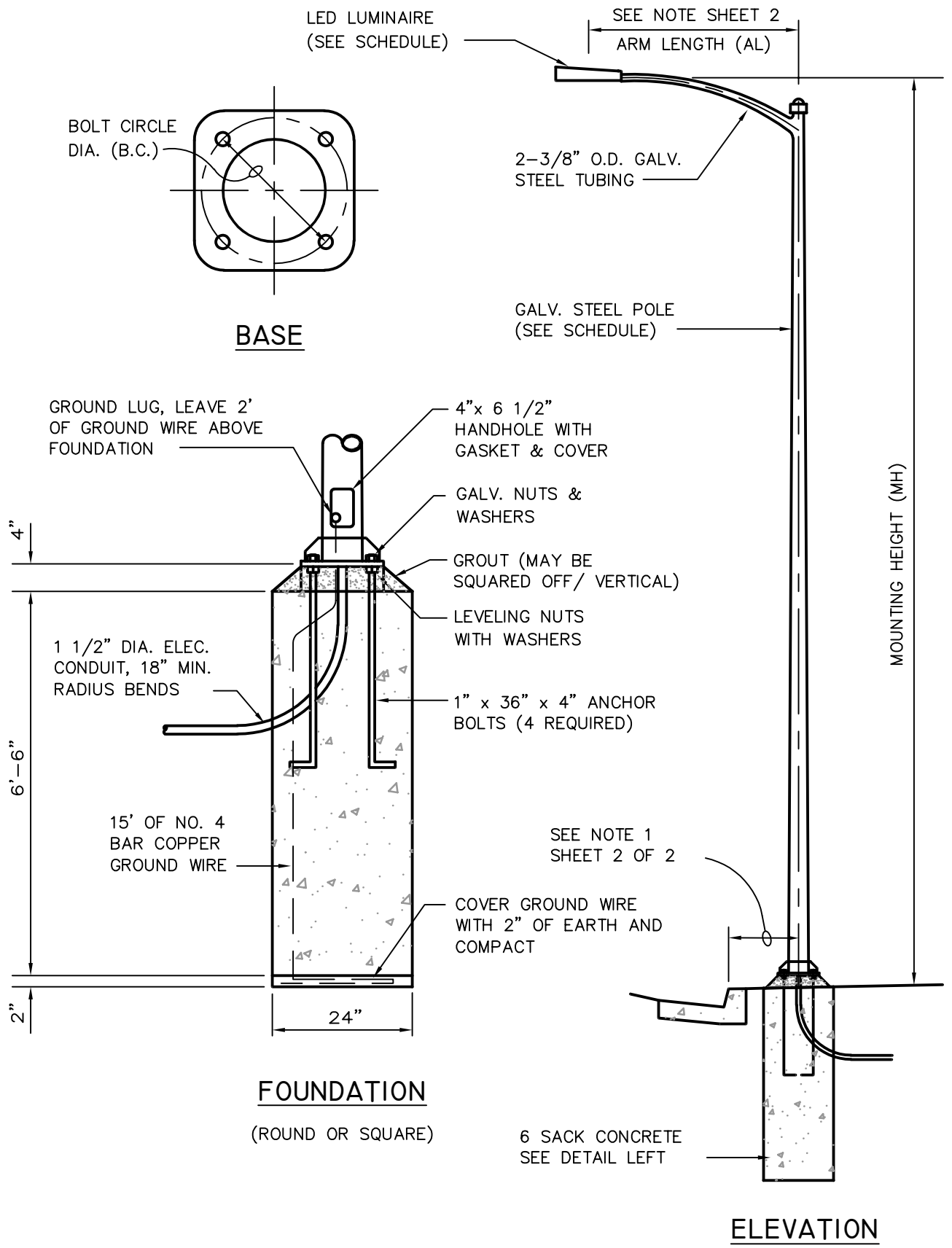
**PLAN VIEW**

\* STREETS WITH LESS THAN A 10 FOOT CURB PATTERN SHALL BE ENGINEERED FOR ADA REQUIREMENTS



**SECTION AT CENTERLINE**

REVISION DATE		CITY OF MENDOTA	STD.DWG.
JUN 09			ST-17
FEB 18			
		ALLEY APPROACH	



REVISION DATE		CITY OF MENDOTA	STD. DWG.
FEB 18			ST-18
		STREET LIGHT ELECTROLIERS	1 OF 2

STREET LIGHT ELECTROLIERS

NOTES:

1. IN RESIDENTIAL AREAS HAVING ALTERNATE PATTERN WITH CONTIGUOUS SIDEWALKS, POLES SHALL BE CENTERED 12" BEHIND REAR EDGE OF SIDEWALK AND ELECTROLIERS SHALL HAVE 8'-0" ARM LENGTH (AL). IN ALL OTHER CONDITIONS POLE SHALL BE CENTERED 2'-0" FROM CURB FACE.
2. LUMINAIRES SHALL BE LIGHT EMITTING DIODE (LED) CONFORMING TO ANSI C78, WITH POLYCARBONATE REFRACTORS AND NEMA STANDARD PHOTOELECTRIC UNITS, WITH IP OR UL RATING FOR USE IN WET LOCATIONS, AS APPROVED BY CITY ENGINEER OR PUBLIC WORKS DIRECTOR.
3. LOCAL  
ONE ELECTROLIER SHALL BE LOCATED AT EACH INTERSECTION. SEE SCHEDULE FOR INTERMEDIATE SPACING REQUIREMENTS.

COLLECTOR AND ARTERIAL

SHALL HAVE ONE ELECTROLIER LOCATED AT EACH OF (4) CORNERS OF EACH INTERSECTION. SEE SCHEDULE FOR REQUIREMENTS.

4. WIRING SHALL BE MINIMUM #8 COPPER, THW INSULATION, ENCLOSED IN APPROVED ELECTRICAL CONDUITS.
5. ALL SPLICES SHALL BE WATERTIGHT AND MADE IN APPROVED JUNCTION BOXES.
6. PULL BOXES SHALL BE 12" X 22" REINFORCED CONCRETE WITH REINFORCED CONCRETE LIDS MARKED "STREET LIGHTING". BOXES SHALL BE SET ON 6" OF CRUSHED ROCK AND FLUSH WITH FINISH GRADE. CONDUIT ENTRIES SHALL BE SEALED WITH GROUT. BONDING JUMPER AND GROUNDING BUSHINGS SHALL BE CONNECTED TO EACH CONDUIT. WHEN PULL BOXES ARE INSTALLED IN TRAFFIC AREAS, BOXES SHALL HAVE A CONCRETE FOUNDATION AND STEEL TRAFFIC LID.
7. THE CONTRACTOR SHALL PROVIDE A COMPLETE AND OPERATIONAL SYSTEM INCLUDING ALL MATERIALS AND LABOR. ALL INSTALLATION AND CONNECTION CHARGES SHALL BE PAID BY THE CONTRACTOR.
8. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER AND SHALL BE TESTED AT THE CONTRACTOR'S EXPENSE FOR PROPER OPERATION, PRIOR TO FINAL APPROVAL AND ACCEPTANCE.
9. THE CONTRACTOR SHALL SUBMIT AS-BUILT DRAWINGS SHOWING THE LOCATIONS OF ALL CONDUITS AND PULL BOXES PRIOR TO FINAL APPROVAL AND ACCEPTANCE.

SCHEDULE:

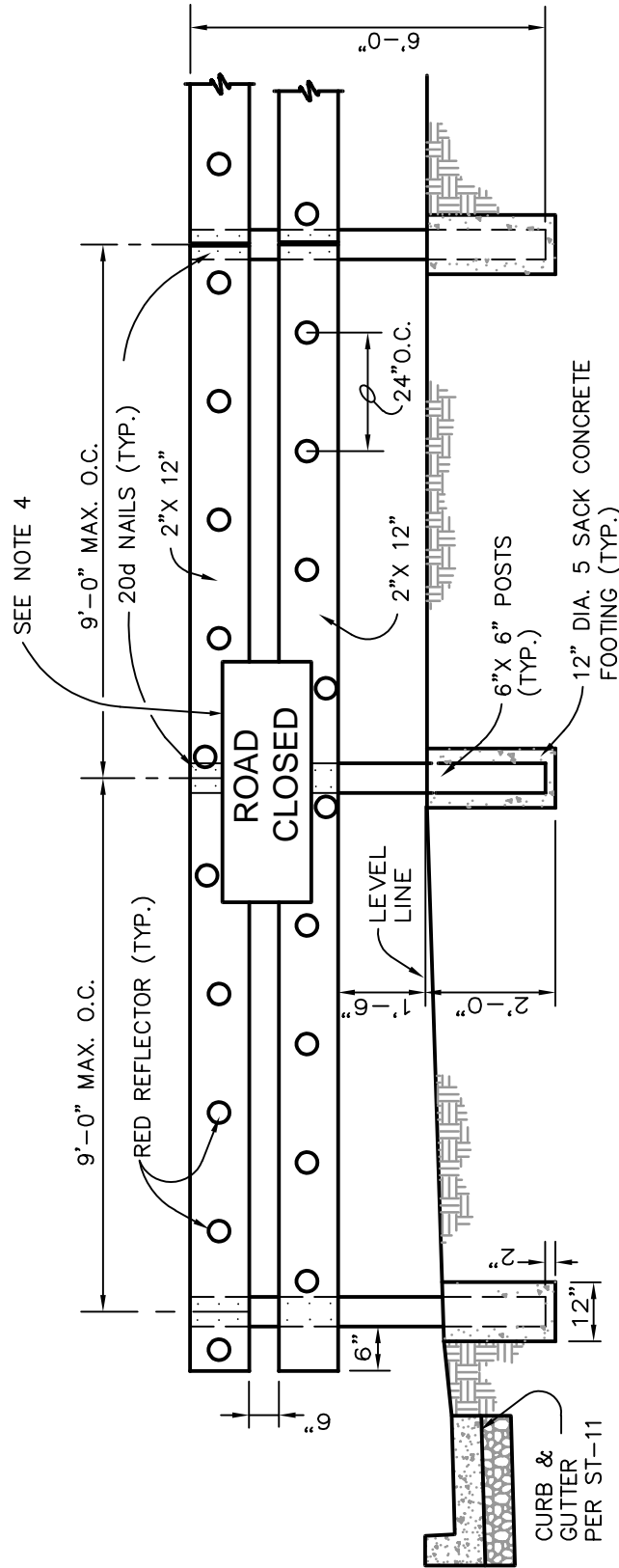
STREET WIDTH	STREET TYPE	MH	AL	BC	POLE SIZE	LUMINAIRE VOLTS/WATTS/LUMENS	POLE SPACING
60'	LOCAL	26'-0"	6'-0"	10"	7.0"X3.5"X25'-0", 11GA.	120/35/4,000*	180'-240'
80'	COLLECTOR	29'-6"	8'-0"	11"	7.5"X3.5"X28'-6", 11GA.	120/70/7,000*	180'-220'
84'	ARTERIAL	31'-0"	8'-0"	11"	8.0"X3.8"X30'-0", 11GA.	120/110/11,000*	160'-200'

\*MINIMUM

REVISION DATE	CITY OF MENDOTA		STD. DWG.
FEB 18	STREET LIGHT ELECTROLIERS		ST-18 2 OF 2







**NOTES:**

1. BARRICADES MUST BE CONSTRUCTED THE FULL WIDTH OF PAVEMENT OR TRAVELED WAY.
2. APPLY 2 COATS OF EXTERIOR WHITE PAINT TO ALL EXPOSED WOOD SURFACES.
3. POSTS SET IN CONCRETE SHALL BE PRE-TREATED OR TREATED WITH WOOD PRESERVATIVE PRIOR TO SETTING.
4. ROAD CLOSED SIGN R11-2 PER LATEST EDITION OF MUTCD.

REVISION DATE		CITY OF MENDOTA	STD.DWG.
FEB 18			ST-20
		TEMPORARY TIMBER BARRICADE	

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MICHAEL OSBORN, ASSISTANT CITY ENGINEER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** 2018 PAVEMENT SEAL PROJECT  
RECOMMENDATION FOR APPROVAL OF ENGINEERING SERVICES AGREEMENT  
**DATE:** FEBRUARY 21, 2018

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**ISSUE**

Should the City Council adopt the attached resolution authorizing approval of the attached agreement with Provost & Pritchard Engineering Group for the 2018 Pavement Seal project, in the total amount of \$48,500?

**BACKGROUND**

Staff has worked to identify and prioritize street improvement projects throughout town. The approved Fiscal Year 2017-2018 budget included street reconstruction projects as well as street maintenance projects. The reconstruction projects have been completed and staff would like to proceed with the final projects in the budget – sealing the pavement on Belmont Avenue, within the Self Help Housing area, and within Las Palmas Phases 1 & 2. The three street maintenance projects will be cost-effectively grouped as one project and will accomplish important maintenance of some of the newer pavement in the city.

The streets included in the project are: Belmont Avenue between Derrick Avenue and Oller Street; Sorensen Avenue south of the dog-leg 210 feet north of Locust, Locust Avenue, Elm Avenue, Ash Avenue, and Peach Avenue (“Self Help Housing Streets”); and Oxnard Street, San Pedro Street, Santa Cruz Street, Maldonado Street, Valenzuela Street, Espinosa Street, and Black Avenue west of Rowe Avenue (“Las Palmas Phase 1 & 2 Streets”).

**ANALYSIS**

Maintaining newer pavement is a cost-effective means to extend the useful life of city street pavement. The streets targeted in this project are approximately 10 years old and the time for maintenance is now before they begin to degrade more rapidly with age.

**FISCAL IMPACT**

Staff has prepared and reviewed preliminary opinions of project costs for this project and included those costs in the approved Fiscal Year 2017-2018 budget. Compensation for these

services will be paid from a combination of Measure C, Gas Tax, and LTF Street Funds. No General Funds will be expensed as part of this action.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution authorizing approval of the attached agreement with Provost & Pritchard Engineering Group for the 2018 Pavement Seal Project, in the total amount of \$48,500.

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AUTHORIZING  
EXECUTION OF AN ENGINEERING  
SERVICES AGREEMENT FOR THE 2018  
PAVEMENT SEAL PROJECT**

**RESOLUTION NO. 18-15**

**WHEREAS**, City of Mendota staff and the City Engineer have determined that the following streets are in need of maintenance to extend their useful life: (1) Belmont Avenue between Derrick Avenue and Oller Street; (2) Sorensen Avenue south of the dog-leg 210 feet north of Locust, Locust Avenue, Elm Avenue, Ash Avenue, and Peach Avenue (“Self Help Housing Streets”); and (3) Oxnard Street, San Pedro Street, Santa Cruz Street, Maldonado Street, Valenzuela Street, Espinosa Street, and Black Avenue west of Rowe Avenue (“Las Palmas Phase 1 & 2 Streets”) (collectively, “Project”); and

**WHEREAS**, the Project combines the final three projects of the street projects list included in the approved Fiscal Year 2017-2018 budget; and

**WHEREAS**, the City intends to retain the City Engineer, Provost & Pritchard Engineering Group, Inc., to provide engineering and construction administration services necessary to bring the Project through construction; and

**WHEREAS**, the City Engineer has submitted a proposal, titled “Proposal for Engineering Services for 2018 Pavement Seal Project, Mendota, CA” dated February 20, 2018 (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, in the total amount of \$48,500; and

**WHEREAS**, the City Engineer has submitted a Consultant Services Agreement to facilitate the work contemplated by the Proposal (“Agreement”), attached hereto as Exhibit “B” and incorporated herein by this reference; and

**WHEREAS**, City staff has determined that the Proposal and the Agreement are acceptable and therefore recommend approval and execution thereof.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the City Manager is hereby authorized to approve and execute the above-referenced Agreement, subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, and any other documentation necessary to effectuate the Agreement, said execution to provide conclusive evidence of such approval.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Mendota hereby finds and determines that the above-referenced Project is exempt from the

California Environmental Quality Act, Public Resources Code § 21000 *et seq.*, pursuant to California Code of Regulations, Title 14, § 15301, subd. (c), because it consists of the repair and maintenance of existing facilities (i.e., streets) and involves negligible or no expansion of use beyond that which currently exists.

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Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 27<sup>th</sup> day of February, 2018, by the following vote:

**AYES:**

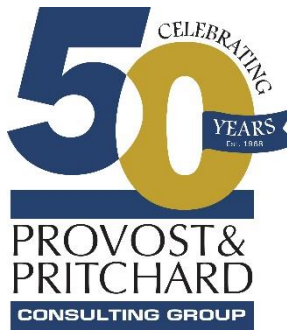
**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk



286 W. Cromwell Avenue  
 Fresno, CA 93711-6162  
 (559)449-2700  
 FAX (559)449-2715  
[www.ppeng.com](http://www.ppeng.com)

## CONSULTANT SERVICES AGREEMENT

CSA No:

<b>Client</b>	<u>City of Mendota</u>	<b>Proposal No.</b>	<u>333618004</u>
<b>Attention</b>	<u>Vince DiMaggio, City Manager</u>	<b>Telephone</b>	<u>559-655-3291</u>
<b>Bill To</b>	<u>City of Mendota</u>	<b>Fax</b>	<u></u>
<b>Billing Address</b>	<u>643 Quince Street</u>	<b>E-Mail</b>	<u>vincedimaggio@cityofmendota.com</u>
<b>City, Zip Code</b>	<u>Mendota, CA 93640</u>		
<b>Project Title</b>	<u>2018 Pavement Seal Project</u>	<b>Location</b>	<u>Mendota, CA</u>

### Description of Services:

See attached "Proposal for Engineering Services for 2018 Pavement Seal Project, Mendota, CA", dated February 20, 2018.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

### TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

### DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

#### **LIMITATIONS**

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

#### **INDEMNIFICATION**

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

## FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

## LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

## DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-



condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

## **CONSTRUCTION PROJECTS**

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

## **SUSPENSION AND TERMINATION**

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

#### **OTHER**

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law. void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of

the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

<b>Client</b>	<u>City of Mendota</u>	<b>Provost &amp; Pritchard Engineering Group, Inc., dba Provost &amp; Pritchard Consulting Group</b>
<b>By</b>	_____	<b>By</b> _____
<b>Name/Title</b>	<u>Vince DiMaggio, City Manager</u>	<b>Name/Title</b> <u>Heather Bashian, PE, C73075</u>
<b>Date Signed</b>	_____	<b>Date Signed</b> _____



286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Tel: (559) 449-2700  
Fax: (559) 449-2715  
[www.ppeng.com](http://www.ppeng.com)  
333618004

February 20, 2018

Vince DiMaggio, City Manager  
City of Mendota  
643 Quince Street  
Mendota, CA 93640

**RE: Proposal for Engineering Services for 2018 Pavement Seal Project, Mendota, CA**

Dear Vince:

Thank you for the opportunity to submit this proposal to provide engineering services for the 2018 Pavement Seal Project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

## Project Understanding

The final street project approved in the Fiscal Year 2017-2018 budget is the resurfacing of Belmont Avenue between Derrick Avenue and Oller Street; Sorensen Avenue south of the dog-leg 210 feet north of Locust, Locust Avenue, Elm Avenue, Ash Avenue, and Peach Avenue ("Self Help Housing Streets"); and Oxnard Street, San Pedro Street, Santa Cruz Street, Maldonado Street, Valenzuela Street, Espinosa Street, and Black Avenue west of Rowe Avenue ("Las Palmas Phase 1 & 2 Streets".)

At this time, the treatment is believed to be maintenance, such as a Type II Slurry Seal with crack sealing, and therefore does not fall under "resurfacing" as defined by the Department of Justice or Federal Highway Administration, thus not requiring upgrades to pedestrian accessibility. This maintenance is important to extend the life of some of the better pavement in the City.

We have provided below a scope of services to provide the necessary plans, specifications and opinion of cost (PS&E) and construction administration and observation (CA).

## Scope of Services

Our proposed scope of work for this project is segregated into two phases, described below.

### Phase PSE: Construction Documents (Plans, Specifications, and Cost Opinion)

This phase includes design and preparation of construction documents as well as bid phase services for this project, as detailed below:

G:\Mendota\_City of-3336\333618004-2018 Pavement Seal\_DOCS\PM\Proposal and Fees\2018 Pavement Seal\_Proposal.docx

Engineering • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting  
Fresno • Bakersfield • Visalia • Clovis • Modesto • Los Banos • Chico • Merced

- Confirm locations of failed pavement requiring removal and reconstruction:
  - a. The pavement on Peach Avenue, north of Belmont to Ash Avenue, shows signs of extensive structural failure and should be removed and reconstructed (2R.) Accessibility upgrades will be required at this location if 2R is included in the project. We will determine the fiscal impacts of including Peach Ave between Ash Avenue and Belmont Avenue and discuss with staff the implications of including it in the project.
  - b. Determine other minor, localized areas of 2R within the limits of the targeted streets. These areas are not anticipated to require additional pedestrian accessibility upgrades.
- Prepare Notice of Exemption for CEQA, assuming the project is Categorically Exempt under Section 15301, Existing Facilities and 15302, Replacement or Reconstruction, as appropriate for scope.
- Contact dry utility providers with services in the area of potential 2R work and research maps and information they provide. Incorporate utility infrastructure into base maps
- Design of pavement seal, restriping, and limited pavement reconstruction, curb & gutter, and accessible curb ramps at the south end of Peach Avenue.
- Prepare plans, specifications and engineer's opinion of probable construction cost (PS&E). Plans will be single-window plan view only, at a scale of 1"=20' to allow for adequate illustration of detail. Specifications will be in CSI format.
- We anticipate one preliminary submittal to the City for review when PS&E are approximately 50% complete. This will ensure that we are proceeding in accordance with the City's direction. After review is complete, we will generate 100% final construction documents ready for use in bidding.
- Prepare concept traffic control plans and apply for a parent Encroachment Permit from Caltrans District 6. The construction contractor will need to pull the actual permit at the time of construction, at their own expense.
- Prepare bid package for advertisement. Bid package will include plans, specifications and a separate bidder's package including all necessary documents to be submitted at time of bid opening. We will provide two (2) copies of the full-size plan set and the project manual, one for review at City Hall and the other for review at our office.
- Notify Builders' Exchanges and provide electronic project documents for distribution to interested contractors.
- Mark cracks to be sealed in the field for interested contractors to review.
- Prepare any necessary clarifications and addenda during the bid period resulting from bidders' questions.
- Attend and run the bid opening, to be held at the City of Mendota.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to the City Council. Prepare Notice of Award to successful bidder.

We propose to complete the Construction Documents Phase for the lump sum of **\$29,000**.

## Phase CA: Construction Administration and Observation Services

This phase includes construction administration and on-site project representative services for this project, as detailed below:

- Perform construction administration for the project, including running the preconstruction meeting, coordinating with Caltrans for the parent Encroachment Permit for work within Oller St (SR 180) and Derrick Ave (SR 33), responding to the Contractor's RFIs, reviewing submittals and potential requests for change orders, processing of contractor payment requests, coordination with contractor, project close out, and coordination with City Staff throughout the duration of the project for updates and scheduling.
- Resident Project Representative to be on site regularly but not full time during construction and serve as the point of contact with the Contractor. Budgeted time for this is 64 hours (16 hours per planned construction week) of on-site construction observation, including travel time.

We propose to complete the Construction Administration Phase for the lump sum of **\$19,500**.

Provost & Pritchard Consulting Group will perform the services in these Phases for the fixed fee amount of **\$48,500**. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

## Preliminary Project Schedule

We understand that the City wishes to complete this project during this fiscal year (by end of June.) Due to the nature of the project, we want the contractor to start around the end of April or early May when temperatures are predictably above 50 degrees and the chance of rain has greatly diminished. The following is a preliminary project schedule.

Preliminary Project Schedule – 2018 Pavement Seal Project	
Date	Milestone
Feb. 28 – March 27	Prepare construction documents
March 30	Begin Bid Solicitation
April 19	Bid Opening
April 24	Award Project
May 7	Notice to Proceed
June 1	Construction end date (26 days/ 4 weeks)

## Assumptions

- City to pay fee for bid advertisement with Business Journal (\$50)
- A pre-bid job walk will not be held for this project.
- No boundary/right of way survey or construction staking will be required.
- A Caltrans encroachment permit will be required for traffic control at the Belmont & Derrick/SR 33 intersection and at Belmont & Oller/SR 180 intersection.

- Pavement maintenance along Belmont will not enter into north/south travel lanes or shoulder of SR 33 or SR 180 (these lanes having been previously sealed by Caltrans.)
- This project will be considered a maintenance project by the Department of Justice and Federal Highway Administration and therefore will only require upgrades to pedestrian accessibility should street reconstruction occur at the Peach and Belmont Avenue intersection.
- The existing striping, signage and pavement markings are appropriate and will be re-applied in kind.

## Terms & Conditions

In order to convey a clear understanding of our mutual responsibilities under this proposal, the attached Consultant Services Agreement is made a part of this proposal. If this proposal is acceptable, please sign below and on the Consultant Services Agreement, and return a copy of each to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,  
Provost & Pritchard Consulting Group



Michael Osborn, RCE 66,022  
Senior Engineer, Project Manager



David McGlasson, RCE 38482, PLS 6968  
Principal Engineer

## Terms & Conditions Accepted

By City of Mendota

\_\_\_\_\_  
Signature

Vince DiMaggio  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City Manager  
Title

\_\_\_\_\_  
Date

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** APPOINTING A MEMBER OF THE COMMUNITY TO THE RECREATION COMMISSION  
**DATE:** FEBRUARY 27, 2018

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**ISSUE**

Should the City Council appoint resident Angela Gonzalez to the Recreation Commission?

**BACKGROUND**

The Recreation Commission currently has two vacancies that are open until filled. Resident Angela Gonzalez submitted an application to fill one of the positions.

**ANALYSIS**

It is up to the Council as a whole to determine which residents serve on the Recreation Commission

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Council discuss and approve the appointment of Angela Gonzalez to the Recreation Commission.





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

APPLICATION FOR MEMBERSHIP ON A CITY OF MENDOTA  
BOARD, COMMISSION OR COMMITTEE

Name of Board or Committee: Recreation Committee

Applicants' name: Angela Gonzalez

Address: 586 Sorensen Ave Mendota

Telephone number: 559-317-5580

Present occupation: Agency Producer

Number of years as a Mendota resident: Lifetime / 36 years

Memberships:

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

If yes please provide list: N/A

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 02 4years       
(Not Applicable for the Planning Commission. Commissioners serve 4 year terms).

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:

With my current job I have worked closely with the community which I believe would be a great asset with the position desired.

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

As a life long resident of Mendota I believe if  
Given the opportunity on the recreation committee  
it would be a great place to start if I wanted  
to pursue more responsibilities in city leadership.

Signature of Applicant: Angelo J. J. J. Date: 1/31/18

Accepted:

Signature of City Clerk: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_

# A G E N D A I T E M - S T A F F R E P O R T

**DATE:** February 22, 2018

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince DiMaggio, City Manager  
John P. Kinsey, City Attorney

**SUBJECT:** Transfer of Residual Funds from the Mendota Joint Powers Authority to the City for Placement in the General Fund Reserve

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## **RECOMMENDATION:**

Direct the Mendota Joint Powers Authority to transfer residual funds from the 1989 Series A Revenue Bonds to the City for placement in the General Fund Reserve.

## **BACKGROUND:**

In May 1989, the Mendota Joint Powers Authority (“Authority”) issued its \$2,250,000 Mendota Joint Powers Authority 1989 Series A Revenue Bonds (“Bonds”). The Bonds were secured by several local obligation contracts related to the redevelopment agency, the City’s utility enterprises and a general fund lease.

The Bonds were paid off in 2017. The Authority appears to have approximately \$142,409 remaining from the bond issue (“Remaining Funds”), and a \$92,250 receivable from the Water Fund. The Remaining Funds are believed to be in the Authority’s surplus fund and staff has determined that they are not bond proceeds.

Staff is unable to determine the source of the Remaining Funds but believes they are likely additional money paid to the Authority over time as security for the Bonds or potentially moneys resulting from paying more at the local obligation level than the Authority level.

The City is unable to locate records regarding the Remaining Funds or the actual governing documents. Since the Bonds are paid off, there is no need to use the Remaining Funds to pay off the Bonds and the Remaining Funds are not bond proceeds, staff seeks an efficient means of allocating the Remaining Funds.

## **DISCUSSION:**

Staff desires to allocate the Remaining Funds to the City’s General Fund Reserve, which will allow the Remaining Funds to be available for any use, including uses associated with the utility enterprises and the general fund and redevelopment uses.

An alternative way to allocate the Remaining Funds may be by percentage of debt service from the underlying original local obligation contracts. While this may be a fairer way of allocating the Remaining Funds, staff believes the more efficient use of the Remaining Funds will be to the reserve and that such allocation is justified because the funds do not seem to have a definite source and are simply residual funds remaining at the Authority.

Staff proposes the adoption of a resolution directing the transfer of funds by the officers of the Authority and the City to instruct the Authority to return the Remaining Funds to the City and provide for such a transfer.

The auditor is aware of the decision to transfer the Remaining Funds and believes it is acceptable as long as it is legally justifiable. Staff has also consulted bond counsel, which has determined the transaction to be legally justifiable because (i) the source of the Remaining Funds is uncertain, (ii) the Remaining Funds are not bond proceeds, and (iii) excess funds would have normally been used to pay off the Bonds (which are already paid off). Accordingly, Staff recommends that Council take this transparent action in order to accomplish transfer of the Remaining Funds in accordance with the City's desires.

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA DIRECTING  
THE MENDOTA JOINT POWERS AUTHORITY  
TO TRANSFER RESIDUAL FUNDS TO THE CITY  
FOR PLACEMENT IN THE CITY'S GENERAL  
FUND RESERVE**

**RESOLUTION NO. 18-16**

**WHEREAS**, in May 1989, the Mendota Joint Powers Authority ("Authority") issued its \$2,250,000 Mendota Joint Powers Authority 1989 Series A Revenue Bonds ("Bonds"), which were secured by several local obligation contracts related to the Mendota Redevelopment Agency, the City of Mendota's utility enterprises, and a general fund lease; and

**WHEREAS**, the Bonds were redeemed in 2017, and the Authority appears to have approximately \$142,409 remaining from the issuance of the Bonds ("Remaining Funds"), and a \$92,250 receivable from the Water Fund; and

**WHEREAS**, the City understands the Remaining Funds are in the Authority's surplus fund; and

**WHEREAS**, the City of Mendota ("City") has been unable to locate records regarding the Remaining Funds or the actual governing documents; and

**WHEREAS**, although staff has been unable to determine the source of the Remaining Funds, staff believes such funds are most likely additional money paid to the Authority over time as security for the Bonds or potentially moneys resulting from paying more at the local obligation level than the Authority level, and that the Remaining Funds are not proceeds from the Bonds; and

**WHEREAS**, because the Bonds are paid off, there is no need to use the Remaining Funds to pay off the Bonds, and the Remaining Funds are not proceeds from the Bonds, staff seek an efficient means of allocating the Remaining Funds; and

**WHEREAS**, staff desires to allocate the Remaining Funds and the Receivable from the Water Fund to the City's General Fund Reserve, which will allow the Remaining Funds to be available for any use, including uses associated with the utility enterprises and the general fund and redevelopment uses; and

**WHEREAS**, staff has determined that the source of the Remaining Funds are uncertain, that the Remaining Funds are not proceeds from the Bonds, and that excess funds would have normally been used to pay off the Bonds (which are already paid off); and

**WHEREAS**, staff has determined that allocating the Remaining Funds to the City's General Fund Reserve is justified because the Remaining Funds do not appear to have a definite source and are simply residual funds remaining at the Authority.

**WHEREAS**, staff recommends taking transparent action to allocate the Remaining Funds to the City's General Fund Reserve in order to accomplish transfer of the Remaining Funds in accordance with the City's desires; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the Authority is hereby directed to transfer the Remaining Funds and any monies received from the receivable due from the Water Fund to the City for placement in the General Fund Reserve.

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Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 27<sup>th</sup> day of February, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

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

**AN ORDINANCE OF THE COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
AN AGREEMENT BY AND BETWEEN THE  
CITY OF MENDOTA AND MARIE STREET  
DEVELOPMENT OF 1269 MARIE STREET  
IN THE CITY OF MENDOTA**

**ORDINANCE NO. 18-01**

**WHEREAS**, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers; and

**WHEREAS**, on November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use; and

**WHEREAS**, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult- Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

**WHEREAS**, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

**WHEREAS**, on September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located at the Site.

**WHEREAS**, the City of Mendota (“City”) has received an application from Marie Street Development, LLC (“Developer”), to develop a cannabis business for the cultivation, manufacturing, distribution, and testing of cannabis and cannabis products (“the Project”); and

**WHEREAS**, the City and Developer seek to enter into Development Agreement No. 2018-01 (the “Development Agreement”) to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (iv) reduce the economic risk of development of the Site to both City and Developer; and

**WHEREAS**, pursuant to Government Code section 65867.5, the City Council finds that the provisions of the Development Agreement are consistent with the City’s general plan and any applicable specific plan; and

**WHEREAS**, prior to this approval, the City’s planning commission has found that the proposed development plan meets all the requirements under Mendota Municipal Code section 17.84.050; and

**WHEREAS**, the proposed Development Agreement will have a positive impact on the City by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection in the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Based upon the findings, as referenced in the recitals above, the Development Agreement attached hereto as Exhibit 1 and incorporated herein by reference by and between the City of Mendota, and Marie Street Development, LLC, is hereby approved.

**SECTION 2.** Each and every term and condition of the Development Agreement approved in Section 1 of this Ordinance shall be and is made a part of the Mendota Municipal Code and any appendices thereto. The City Council of the City of Mendota finds that public necessity, public convenience, and general welfare require that any provision of the Mendota Municipal Code or appendices there inconsistent with the provisions of this Development Agreement, to the extent of such inconsistencies and no further, be repealed or modified to make fully effective the provisions of the Development Agreement.

**SECTION 3.** Any provision of the Mendota Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.



**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**SECTION 5.** This approval is exempt from the California Environmental Quality Act, § 21000, *et seq.* ("CEQA"), as the approvals at issue simply contemplate the occupation of an existing facility by a proposed land use authorized under the Mendota Municipal Code and, as a result, there is no possibility the activity in question may have a significant effect on the environment, (CEQA Guidelines, § 15061(b)(3)), and the activity is not a "project" as defined under Section 15378 of the CEQA Guidelines.

**SECTION 6.** The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

\* \* \* \* \*

The foregoing ordinance was introduced on the 27<sup>th</sup> day of February, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 13<sup>th</sup> day of March, 2018, by the following vote:

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kinsey, City Attorney

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## ADMINISTRATIVE SERVICES DEPARTMENT REPORT

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES  
**VIA:** CITY MANAGER  
**SUBJECT:** MONTHLY REPORT  
**DATE:** FEBRUARY 27, 2018

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### SPECIAL PROJECT MANAGEMENT

- I conducted the final labor compliance employee interviews for the 7<sup>th</sup> and Derrick Project.

### RISK MANAGEMENT

- **Monthly Safety Training**
  - **City Hall Staff**  
Date: 1/11/2018  
Topic: 1. Defusing Difficult Situations- Encounters with Individuals with Mental Health Illnesses
  - **Public Works and Public Utilities Department**  
Date: 1/17/2018  
Topics: 1. Bucket Truck Safety  
2. Hand Protection: Preventing Hand Injuries
- **Worker's Compensation Claims**
  - There were two worker's compensation claims in the month of January; one was considered first aid only.

### SENIOR CENTER

- For the month of January, there was a daily average of eight attendees at the senior center.

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## **PUBLIC WORKS REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CRISTIAN GONZALEZ, PUBLIC WORKS DIRECTOR  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** PUBLIC WORKS MONTHLY REPORT  
**DATE:** FEBRUARY 27, 2018

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### **STREETS AND ROADS**

- Street sweeping continues as usual.
- Construction on the 7th and Derrick Realignment is complete.
- Slurry projects are scheduled to go out to bid in April.

### **PARKS AND PUBLIC BUILDINGS**

- Public Works continues to maintain the parks for the community.
- The light system for the for the Benny Mares Baseball Diamond got electrical upgrades. Staff, along with contract electrician installed a new electric panel box with circuit breakers, along with new wires for the field lighting. This panel can also accommodate any future field lighting.

### **DRINKING WATER**

- Meter reads are complete.

### **WASTE WATER**

- Monthly samples have been submitted.
- A preconstruction meeting for the Lozano Lift Station Improvement Project will take place on Monday the 26th. Construction would begin one to two weeks after.

### **ANIMAL CONTROL**

- Animals impounded: 15

- Animals euthanized: 3
- Pending adoption: 11
- Animals redeemed by owner: 1
- Graffiti abated: 3
- Citations issued: 0

### **ADULT OFFENDER WORK PROGRAM**

- AOWP continue working on public right of ways and alley weed abatement.
- The AOWP participants helped maintain trees on Oller. They were able to loosen up the dirt/soil around the trees before watering them.

### **BUILDING PERMITS ISSUED**

- A list of new permits is attached to the report.

### **PLANNING**

- The Planning Department has been working with the developer that is proposing a residential subdivision on the corner of Bass and Highway 33. This project also includes a commercial use.

### **STAFFING FOR PUBLIC WORKS**

- 13 full time employees
- 3 part time employees

### **FUEL STOCK**

- Unleaded: 846 gallons
- Diesel: 4,301 gallons

## Permits Issued

Report Date Range : 01/18/2018 to 02/20/2018

Permit #	Type of Permit	Date Issued	Job Address
20180012	434(b) REPLACE 40 GALLON 38KBTO WATER HEATER	1/19/2018	287. Maldonado St
20180013	434(a) REMODEL HOME - DRYWALL, ELECTRICAL, PLUMBING PER APPROVED PLAN	1/22/2018	902 RioFrio St
20180014	434(a) NEW PATIO 140 SQFT PER APPROVED PLAN	1/24/2018	123 PETRY ST
20180015	434(b) HVAC CHANGEOUT 2 TON 16SEER SPLIT SYSTEM (NEW DUCTWORK)	1/26/2018	267 I St
20180016	329(b) PV ROOFTOP SOLAR 6.0 KW PER APPROVED PLAN	1/29/2018	342 K St
20180017	329(b) 48 MODULE INSTALLATION 12.2 K - 13.6 KW PER APPROVED PLAN	1/29/2018	101 Sorensen Ave
20180018	101 NEW CONSTRUCTION SFR 1435 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	1/30/2018	54 SEGOVIA ST
20180019	101 NEW CONSTRUCTION SFR 1435 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	1/30/2018	46 SEGOVIA ST
20180020	434(a) INSTALL AIR CONDITIONING PER APPROVED PLAN	2/1/2018	1067 Quince St
20180021	434(a) ELECTRICAL PER APPROVED PLAN	2/7/2018	2033 7th St
20180022	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	2/9/2018	32 DIAZ ST
20180023	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	2/9/2018	402 GONZALEZ ST
20180024	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	2/9/2018	490 GONZALEZ ST
20180025	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	2/9/2018	478 GONZALEZ ST

**Permits Issued**

Report Date Range : 01/18/2018 to 02/20/2018

Permit #	Type of Permit	Date Issued	Job Address
20180026	434(a) MAIN ELECTRICAL PANEL UPGRADE	2/14/2018	300 Sorensen Ave
20180027	MISC NEW TEMPORARY TRAP FENCE AROUND MODEL HOMES PER APPROVED PLAN	2/16/2018	70 CASTRO ST
20180028	MISC NEW TEMPORARY TRAP FENCE AROUND MODEL HOMES PER APPROVED PLAN	2/16/2018	62 CASTRO ST
20180029	MISC NEW TEMPORARY TRAP FENCE AROUND MODEL HOMES PER APPROVED PLAN	2/16/2018	54 CASTRO ST
20180030	MISC NEW TEMPORARY TRAP FENCE AROUND MODEL HOMES PER APPROVED PLAN	2/16/2018	46 CASTRO ST
20180031	434(a) RE-ROOF 2400 SQFT EXISTING COMPOSTION W/ 1 LAYER PROPOSED: DIMENSIONAL COMP 6/12 PITCH PER APPROVED PLAN	2/20/2018	563 L St

Total Number of Permits List 20