



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
September 25, 2018
6:00 PM

CRISTIAN GONZALEZ
Interim City Manager

JOHN KINSEY
City Attorney

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

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

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

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

PRESENTATIONS

1. Ivette Rodriguez from Mid Valley Disposal to present the 1st and 2nd quarter update.
2. Leonor Hipolito from Pequeños Empresarios to present information about the organization.

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 September 11, 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. SEPTEMBER 11, 2018 THROUGH SEPTEMBER 18, 2018
WARRANT LIST CHECKS NO. 44411 THRU 44480
TOTAL FOR COUNCIL APPROVAL = \$357,871.33
2. Proposed adoption of **Resolution No. 18-67**, approving Provost & Pritchard Consulting Group's Proposal and Agreement for Consulting Services regarding the preparation of water, sewer, and storm drain utility master plans, and authorizing the City Manager to execute same.
3. Proposed adoption of **Resolution No. 18-68**, approving the First Amendment to the Professional Services Contract with CALSTART, Inc. and the City of Reedley for the Sustainable Aviation Project, and authorizing the City Manager to execute same.

BUSINESS

1. Council discussion and consideration of **Resolution No. 18-66**, establishing the Disadvantaged Business Enterprise Goal for Federal Fiscal Years 2018-2019, 2019-2020, and 2020-2021.
 - 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 adopt Resolution No. 18-66*

2. Council discussion on relocating the soccer field improvements.
 - a. *Receive report from Interim City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*

3. Council to receive report on imposing fines for the operation of all-terrain vehicles on public streets.
 - a. *Receive report from Assistant City Attorney Cardella*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*

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
 - a) Insurance

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (1 potential matter).

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of September 25, 2018, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, September 21, 2018 at 4:15 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

September 11, 2018

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

A moment of silence was held for those who lost their lives on September 11, 2001.

Roll Call

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

Council Members Absent: None

Flag salute led by Fresno County Sheriff Margaret Mims.

FINALIZE THE AGENDA

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

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

PRESENTATION

1. Fresno County Sheriff Margaret Mims to report on the ongoing cooperation between the Fresno County Sheriff's Office and the Mendota Police Department.

Chief of Police Andreotti provided a brief introduction on a recent investigation and consequent operation that took place in the City.

Fresno County Sheriff Margaret Mims provided a report including the 14 murders that were perpetrated by the street gang MS-13 that took place in and around Mendota from 2015 to 2017; the other organizations and operatives involved in the operation; the causes of the violent crime committed by MS-13 being tied to drug trafficking and violation of MS-13 codes of conduct; various subjects being charged for these crimes; the illegal activity being tied to different places in the state and country; some of the undercover and other interfering activity undertaken to stifle the crime; the violent manner by which the gang attacks and murders their victims; thanked the Mendota Police Department for the information shared and cooperation which allowed the operation to be successful; the need to ensure that the vacuum in gang leadership is not filled; the importance of ensuring then Mendota's youth do not get involved in this gang; and stated that those that wish to come to Mendota to participate in this gang activity are not welcome.

Discussion was held on the importance of not living in fear; the hard work done by the various law enforcement agencies in carrying out this operation; and the qualities of a community that make gang-related individuals choose to operate there.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Oscar Garcia (Fresno County Auditor-Controller) - introduced himself; explained his current position as auditor-controller/treasurer-tax collector for Fresno County; and requested the support of the Mendota City Council in his bid for election.

Raul Varela (263 J Street) - expressed his support for Westside Youth, Inc. and its programs; expressed support for the City's upcoming sales and use tax measure; and commented on the importance of youth programs providing recreational opportunities for youth which help them stay out of trouble.

Ashley Chanthaphuang (United Health Centers [UHC]) - invited the community to an event that the Center is having on Saturday, September 15th from 1 p.m.-3 p.m.; and reported that UHC offers urgent care services.

Augie Perez (Fresno, Ca) - spoke on the positive impact that programs have on youth and children, and encouraged the Council to support such programs.

Victor Lopez and Alfredo Torres (Firebaugh Fury Youth Soccer Team) - explained the competitive soccer program they run in Firebaugh, and stated that they would like to bring the program to Mendota.

Discussion was held on the limited facilities the City has for soccer programs, and the Council recommended that they also communicate with the Mendota Unified School District.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of August 28, 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 Mayor Pro Tem Martinez; unanimously approved (5 ayes).

CONSENT CALENDAR

1. AUGUST 28, 2018 THROUGH SEPTEMBER 5, 2018
WARRANT LIST CHECKS NO. 44361 THRU 44410
TOTAL FOR COUNCIL APPROVAL = \$240,695.57

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

PUBLIC HEARING

1. Council discussion on options for assisting Non-Profit Corporations in the City of Mendota.

Mayor Castro introduced the item and City Attorney John Kinsey reported that it is his job to advise the Council as to what it can and cannot do in regards to assisting non-profit organizations from a financial perspective; the various non-profit organizations within Mendota and the great work they do; the question that arose concerning whether the City can provide financial assistance to a non-profit organization; the gift of public funds doctrine in the State's Constitution that prohibits the giving of public funds for private use; that the City can enter into certain contracts as long as the City received value commensurate with the expenditure; and provided hypothetical examples of what would be appropriate and inappropriate expenditures of public funds.

Discussion was held on the phraseology related to a service being of "equal value in return", and the nature of the gray area that would delineate such an issue.

Fresno County Supervisor Brian Pacheco - stated that if the City Council wants to provide funds to non-profit organizations, they can; the history on the grant funding that Westside Youth, Inc. (WSY) received from Fresno County; and the timeline in which the County withdrew the grant funds from WSY.

Members of the Fresno County Planning Department provided information on why the funding was pulled and when Mendota can participate in the County's Community Development Block Grant (CDBG) program once again.

Discussion was held on how the funding that was pulled from Westside Youth was from Fresno County and not the City; the steps that need to be taken to move forward; and that nobody is at fault for the lack of funding.

Raul Varela (263 J Street) - stated that Mendota residents need to come together to pass the one percent tax to be able to support future programs.

City Attorney Kinsey stated that if the Council wishes to consider going back into the CDBG program the item could be placed on the agenda for a future meeting; the difference between charter cities and general law cities; and advised the Council that they could provide direction to staff on possibly determining a mechanism to provide funds that would not constitute a gift of public funds.

Discussion was held on the Council's unanimous support of youth programs.

Fresno County Supervisor Brian Pacheco - stated that Fresno County is a Charter organization, but that they do give funds to non-profit organizations in ways that may create issues with equality.

Discussion was held on from which funds such a donation would come from; the amount of CDBG funds the City would receive from the States as opposed to partnering with the County; and the increased quantity of money that can be received from the State if Mendota applies and is awarded.

Dino Perez (Westside Youth, Inc. [WSY]) - reported on the different programs WSY provides; the amount of funding that the organization lost; and the programs that the organization wishes to have.

Discussion was held on funds that WSY is going to receive through grants.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Andreotti provided his report including staffing levels, recent events, equipment and inventory updates; the funding received from grants for the acquisition of three new vehicles; the leadership vacuum that was caused by the arrest of a lot of the local MS-13 leaders; the importance of contacting dispatch with information on suspicious or criminal activity; and the code enforcement activity for the month of August.

Discussion was held on the all-terrain vehicles that are illegally driven on public streets; and the increase in that amount of fines that have been issued.

2. Economic Development
 - a) Monthly Report

Economic Development Manager Flood reported on the Enhanced Economic Incentive Areas program, and the façade improvement program.

3. City Attorney
 - a) Update

City Attorney Kinsey reported that attorney Nic Cardella will be filling in for him when he will potentially be out of town at trial.

4. City Manager

Interim City Manager Gonzalez provided updates on the Mowry Bridge project and the Alliance for Medical Outreach & Relief project; stated that there be a report on how to curtail the all-terrain vehicles issue on the agenda at a future Council meeting; and that he will be attending the League of California Cities Annual Conference this week.

Discussion was held on the good work that is being done in the City.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Mayor Pro Tem Martinez reminded the public that the Salvadoran Consulate will be providing their services on November 4th at Gonzalez Hall.

Councilor Silva commended those that participated in the recent charity softball fundraiser; and asked that there be a consideration to allow more yard sales per year.

Councilor Mendoza talked about the importance of supporting youth programs and thanked the public for its attendance.

Councilor Rosales stated the importance of supporting community initiatives and thanked the public for their participation.

2. Mayor

Mayor Castro talked about the importance of helping community organizations; the importance of all of the organizations supporting each other; and thanked the public for its support and attendance.

Raul Varela (263 J Street) - stated that the children are tearing up the splash park and the City has to repair it; and that there is a pigeon problem at the parks.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:45 p.m. by Councilor Rosales, seconded by Councilor Mendoza; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
9/11/2018 - 9/18/2018
Check# 44411 - 44480

Date	Check #	Amount	Vendor	Department	Description
September 11, 2018	44411	\$4,686.05	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR OCTOBER 2018
September 11, 2018	44412	\$1,329.84	COMCAST	GENERAL-WATER-SEWER	CTYWIDE XFINITY SERVICES 9/6/18 - 10/5/18
September 11, 2018	44413	\$170.00	CRISTIAN GONZALEZ	GENERAL-WATER-SEWER	PER DIEM FOR LEAGUE OF CALIFORNIA CITIES CONFERENCE SEPT 12-14, 2018
September 11, 2018	44414	\$269.70	AT&T	GENERAL-WATER-SEWER	MONTHLY TELEPHONE SERVICES 8/25/18 - 9/25/18 559-266-6456
September 18, 2018	44415	\$116,320.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 9/3/2018 - 9/16/2018
September 18, 2018	44416	\$2,453.19	ACME ROTARY BROOM SERVICE	STREETS	STREET SWEEPER (16) SCHWARZE 7000 GUTTER BROOMS
September 18, 2018	44417	\$3,690.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	MEDICAL CHECK RUN 9/11/18, (20) MONTHLY MEDICAL ADMINISTRATION FEES SEPTEMBER 2018, (6) HRA ADMINISTRATION (PD)
September 18, 2018	44418	\$192.27	ADT	GENERAL	SECURITY SERVICES 10/01/18 - 12/31/18 FOR ROJAS-PIERCE PARK CONCESSION STAND
September 18, 2018	44419	\$802.92	AFLAC INSURANCE	GENERAL	AFLAC INSURANCE FOR SEPTEMBER 2018
September 18, 2018	44420	\$30.72	AIRGAS USA, INC	WATER	RENT CYL SMALL CARBON DIOXIDE AUGUST 2018
September 18, 2018	44421	\$1,109.46	ALERT-O-LITE	GENERAL-STREETS	STREET STRIPING YELLOW PAINT, STIHL CHAINSAW REPAIR RECOIL CLUTCH SPRING
September 18, 2018	44422	\$145.92	ALEX AUTO DIAGNOSTICS	GENERAL	2008 CHEV SILVERADO - (1) STOP LAMP SWITCH & BULB REPLACEMENT, (1) OIL CHANGE (PD)
September 18, 2018	44423	\$545.79	AMERIPRIDE SERVICES INC	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM WEEK 8/2/18, 8/9/18, 8/16/18, 8/23/18, 8/30/18
September 18, 2018	44424	\$922.98	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 7/25/18 - 8/24/18
September 18, 2018	44425	\$725.00	BC LABORATORIES, INC	GENERAL	PASSTHRU - DRINKING WATER - EDT WELL 5 TESTING FOR LA COLONIA
September 18, 2018	44426	\$24,369.38	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR OCTOBER 2018
September 18, 2018	44427	\$12,801.25	BSK ASSOCIATES	STREETS	PROFESSIONAL SERVICES - 2018 PAVEMENT PROJECT, MCCABE, FLEMING, & BLACK AVE, 5TH STREET RECONSTRUCTION FOR MAY & JUNE 2018
September 18, 2018	44428	\$76.74	CELESTE CABERA	GENERAL-WATER-SEWER	TRAVEL&EXPENSE REIMBURSEMENT FOR NATIONAL NOTARY ASSOCIATION
September 18, 2018	44429	\$64,779.00	CSJVRMA	GENERAL	2018/2019 2ND QTR DEPOSITS - LIABILITY PROGRAM & WORKERS COMPENSATION PROGRAM
September 18, 2018	44430	\$234.00	CENTRAL VALLEY TOXICOLOGY	GENERAL	(3) ABUSE SCREEN (3) DRUG CONFIRMATION LEVEL - PD
September 18, 2018	44431	\$883.00	CENTRAL VALLEY ASPHALT	WATER	DEPOSIT REIMBURSEMENT FOR HYDRANT METER RENTAL & USAGE
September 18, 2018	44432	\$780.48	CHEMSEARCH	SEWER	(4)PITBOSS 5 GALLON - WWTP
September 18, 2018	44433	\$1,327.50	COLLINS & SCHOETTLER PLANNING	GENERAL	PLANNING CONSULTING SERVICES - PASSTHRU CANNAHUB, LA COLONIA, AND COUNCIL MEETING SERVICES FOR AUGUST 2018
September 18, 2018	44434	\$100.00	COOK'S COMMUNICATIONS CORP	GENERAL	(1)CREATE NEW PROGRAM FILE ADDITION FRESNO & CLOVIS (PD)
September 18, 2018	44435	\$337.19	CROWN SERVICES CO	GENERAL	TOILET 1XWK & RENTAL FOR BASS AVE, LINDGREN PARK, POLICE DEPARTMENT, & WATER PLANT
September 18, 2018	44436	\$840.00	D&D DISPOSAL	GENERAL	ANIMAL DISPOSAL FOR AUGUST 2018

CITY OF MENDOTA
CASH DISBURSEMENTS
9/11/2018 - 9/18/2018
Check# 44411 - 44480

September 18, 2018	44437	\$270.26	DATAMATIC, INC	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE FEE OCTOBER 2018
September 18, 2018	44438	\$131.55	EMPLOYEE RELATIONS	WATER-SEWER	PRE-EMPLOYMENT SCREEN - PUBLIC WORKS DEPARTMENT
September 18, 2018	44439	\$340.62	EWING FRESNO	GENERAL	(3) TURF FERTILIZER - 5.8% N-FLEXX, (4) LATCH, (10) RAINBIRD ROTARY FOR PARKS
September 18, 2018	44440	\$1,169.00	US COMPUTER & NETWORK SERVICES	GENERAL	IT SERVICES - (4HR) WORK ON ROJAS- PARK FOUNTAIN, (5HR) GAS FUEL PUMP, (2HR) ADD CM E-MAIL & UPDATE SERVER
September 18, 2018	44441	\$11,250.00	FIREBAUGH POLICE	GENERAL	POLICE DEPARTMENT - DISPATCH SERVICES AUGUST 2018
September 18, 2018	44442	\$137.99	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE - AUGUST 2018 (PD)
September 18, 2018	44443	\$434.00	FRESNO MOBILE RADIO, INC	GENERAL	(31) POLICE DEPARTMENT RADIOS FOR AUGUST 2018
September 18, 2018	44444	\$6,685.00	HORIZON WATER & ENVIRONMENT, LLC	SEWER	CEQA COMPLIANCE ADVANCED WASTEWATER RECLAMATION PROJECT SERVICES FOR JULY 2018
September 18, 2018	44445	\$3,056.03	ICAD, INC	WATER	(7.5) SERVICE WORK&TRAVEL - WELLS COMMUNICATION FIX, MAINTENANCE SERVICE FOR WATER PLANT NETWORK
September 18, 2018	44446	\$19.14	ID CARDS, INC	GENERAL	(1) CUSTOM PVC CARD DUAL SIDE CODE ENFORCEMENT
September 18, 2018	44447	\$478.40	KERWEST NEWSPAPER	GENERAL	(5.5) SUMMARY ORD NO.18-04 LA COLONIA PASSTHRU, (5) SUMMARY ORD NO.18-05 IMPOSE TRANS & USE TAX
September 18, 2018	44448	\$187.00	LAW ENFORCEMENT	GENERAL	(1000) ABANDONED VEHICLE LABELS (PD)
September 18, 2018	44449	\$1,176.52	LC ACTION	GENERAL	(2) SHOTGUN 18" RS SOLID (PD)
September 18, 2018	44450	\$37.71	JENNIFER LEKUMBERRY	GENERAL	TRAVEL EXPENSE REIMBURSMENT - FRESNO COG, TTC, & PAC MEETING
September 18, 2018	44451	\$950.00	LG ELECTRIC	GENERAL	LIGHT POLE CAMERAS - OLLER ST BELMONT/ OLLER ST & 9TH STREET & ROJAS-PIERCE PARK LIGHT POLE MAINTENANCE AT PLAYGROUND
September 18, 2018	44452	\$156.00	LOS BANOS VETERINARY CLINIC	GENERAL	(3) ANIMAL CONTROL EUTHANASIA
September 18, 2018	44453	\$78.00	LOU'S GLOVES, INC	WATER-SEWER	(10) NITRILE EXAM GRADE LARGE BLACK
September 18, 2018	44454	\$5,071.00	MARIO'S LANDSCAPING	GENERAL	(7) WEED ABATEMENT FOR APN # 013-215-14, 013-253-15, 013-106-06, 013-106-06, 013-142-07, 013-132-10, 013-132-09
September 18, 2018	44455	\$278.11	METRO UNIFORM	GENERAL	PD UNIFORM - (1) SHORT SLEEVE SHIRT, (1) PANT, (1) LONG SLEEVE SHIRT, (1) EMBROIDARY
September 18, 2018	44456	\$55,296.71	MID VALLEY DISPOSAL, INC	REFUSE-STREETS	SANITATION CONTRACT SERVICES - SEPTEMBER 2018
September 18, 2018	44457	\$1,359.07	MUNICIPAL CODE	GENERAL-WATER-SEWER	ANNUAL ONLINE CODE HOSTING 9/1/2018 - 8/31/2019, SUPPLEMENT PAGES, BLANK SUPPORT PAGES, IMAGES, GRAPHS, ELECTRONIC
September 18, 2018	44458	\$1,113.96	NORTHSTAR CHEMICAL	WATER	(540 GAL) SODIUM HYPOCHLORITE 12.5 MILL A
September 18, 2018	44459	\$774.70	OFFICE DEPOT	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
September 18, 2018	44460	\$1,989.86	PAPE MACHINERY	WATER-SEWER-STREETS	JOHN DEERE 544J - DIAGNOSTIC & REPAIR WARNING LIGHT
September 18, 2018	44461	\$3,160.00	PRICE, PAIGE, & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	PROFESSIONAL SERVICES - AUDIT CITY'S FINANCIAL STATEMENTS FOR YEAR END 6/30/2018

CITY OF MENDOTA
 CASH DISBURSEMENTS
 9/11/2018 - 9/18/2018
 Check# 44411 - 44480

September 18, 2018	44462	\$1,739.89	PROFORCE LAW ENFORCEMENT	GENERAL	(2) SA RIFFLE 16 IN 30R S&W (PD MUSD SRO)
September 18, 2018	44463	\$1,844.47	PURL'S SHEETMETAL & AIR	GENERAL-WATER-SEWER	PUBLIC WORK YARD ICE MACHINE- DIAGOSE & REPAIR PUMP CLEAN IN/OUT COILS, COMMUNITY CENTER - REPLACE SMART VALVE/GAS VALVE, (8)
September 18, 2018	44464	\$8.00	QUINN COMPANY	WATER	WELL#9 BACK-UP GENERATOR - LABOR FOR ANNUAL SERVICE - ADDITIONAL FEE
September 18, 2018	44465	\$153.84	R&B COMPANY	WATER	(100) NEOPRENE METER GASKET, (50) SS INSERT MUELLER HYDRANT METER PART
September 18, 2018	44466	\$2,431.56	RAMON'S TIRE & WHEEL	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT VEHICLE MAINTENANCE, TIRE REPAIR, & TIRE REPLACEMENT
September 18, 2018	44467	\$276.42	RED WING BUSINESS ADVANTAGE ACCOUNT	WATER-SEWER	(2) BOOT REPLACEMENT PER MOU
September 18, 2018	44468	\$125.00	RIGHT NOW PHLEBOTOMY	GENERAL	(1) BLOOD DRAW - PD CASE #18-1274
September 18, 2018	44469	\$53.99	INTERSTATE BATTERIES	GENERAL	UNIT#86 - (1) ATCORE BATTERY (PD)
September 18, 2018	44470	\$203.13	ERNEST PACKING SOLUTIONS	GENERAL-WATER-SEWER	JANITORIAL SUPPLIES - (2) PAPER TOWELS (10) BLACK GLOVES
September 18, 2018	44471	\$2,402.13	SORENSEN MACHINE WORKS	GENERAL- WATER-SEWER-STREETS-AVIATION	MUTIPLE DEPARTMENT SUPPLIES FOR AUGUST 2018
September 18, 2018	44472	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 - LEASE PAYMENT FOR COPIER (PD)
September 18, 2018	44473	\$535.80	THE FRESNO BEE	GENERAL	PASSTHRU - NOTICE OF PUBLIC HEARING - CANNA-HUB PLANNING
September 18, 2018	44474	\$1,164.34	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 1/2 HMA TYPE A ASPHALT FOR RIOFRIO ST (QTY 8.58 & 9.18 TON)
September 18, 2018	44475	\$104.18	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SUPPLIES/SERVICE - (2) RUGS, DRY & WET MOP, (100) TERRY CLOTHES
September 18, 2018	44476	\$1,110.62	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONE SERVICES 8/7/18 - 9/6/18
September 18, 2018	44477	\$140.00	VILLAMAR MOTORS & TRANS	GENERAL	UNIT#M80 - BRAKE CHECK & REPLACEMENT FRONT BRAKES & ROTORS
September 18, 2018	44478	\$9,461.96	WANGER JONES HELSLEY	GENERAL	LEGAL SERVICES: SPECIAL LEGAL SERVICES 8/15/2018
September 18, 2018	44479	\$55.80	WECO	GENERAL-WATER-SEWER	(6) RENT CYL ACETYLENE, OXYGEND, OXYGEN K FOR AUGUST 2018
September 18, 2018	44480	\$342.34	ZEE MEDICAL SERVICES	GENERAL-WATER-SEWER	FIRST AID KIT SUPPLIES FOR PUBLIC WORKS, WATER PLANT, CITY HALL, & SENIOR CENTER
		\$357,871.33			

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, INTERIM CITY MANAGER

SUBJECT: PREPARATION OF WATER, SEWER AND
STORM DRAIN MASTER PLANS
RECOMMENDATION FOR APPROVAL OF
ENGINEERING SERVICES AGREEMENT

DATE: SEPTEMBER 25, 2018

ISSUE

Should the City Council adopt the attached resolution to authorize approval of the attached agreements with Provost & Pritchard Consulting Group Preparation of Master Plans for Water, Sewer Collection and Wastewater Treatment, and Storm Drain, in the total amount of \$188,400?

BACKGROUND

Since being retained as City Engineer in 2009, Provost & Pritchard has been encouraging City staff to authorize preparation of Master Plans for each of the three major utilities operated by the City, namely Water, Sewer and Wastewater Treatment, and Storm Drain. While staff has always understood that these reports would be advantageous, no work has been authorized. We have found a way to fund these Master Plans without impact to the General Fund or to the utility operating funds and so have brought this proposal for your consideration. There are three major reasons for the City to have current and complete utility master plans.

First, Master Plans provide a solid legal basis for calculation of Development Impact Fees. At the regular City Council meeting held on April 24, 2018, the City Council approved an agreement with the City Engineer for preparation of new studies to allow setting of Development Impact Fees and application processing fees. These two reports have both been in progress. One of the necessary elements of the Development Impact Fee Study is a comprehensive list of water, sewer and storm drain system improvements necessary to support future growth. The costs of these projects can be assessed to the development projects as they occur. Without an approved project plan, there is no way to calculate necessary fees. With a plan in place, Development Impact Fees can be set and collected, creating funds the City can use to build new and expanded utility infrastructure without affecting the General Fund.

Second, having the Master Plans in place gives the City the engineering support needed to prepare complete grant applications. Without that support, requests for funding are very difficult

to justify and the success rate of the grant applications is low. With the support, and with Mendota's status as a Severely Disadvantaged Community, we expect that we will be more successful in applying for State and Federal grant funding.

Lastly, the Master Plans serve a very practical purpose in understanding the condition of each utility, and the capacity remaining before expansion or repairs are needed. With that understanding the City can more responsibly plan for capital improvements well in advance, leaving time to assemble funding, whether it be from ratepayers, Development Impact Fees, outside loans and grants, or some combination of all those sources. Having a structured capital improvement plan based on solid engineering will give the City much more confidence in approving development projects, knowing what improvements will be needed and imposing appropriate development conditions as necessary.

ANALYSIS

The attached agreement with Provost & Pritchard Consulting Group provides for the necessary surveying and engineering to prepare the three Master Plans discussed.. Compensation under the agreements will be on a time-and-materials basis, not to exceed \$188,400.

FISCAL IMPACT

All of the compensation for these services can be paid out of accrued Development Impact Fees. No General Funds or utility operating funds will be expended 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 Consulting Group for the preparation of Water, Sewer and Wastewater Treatment, and Storm Drain Master Plans, in an amount not to exceed \$188,400.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
PROVOST & PRITCHARD CONSULTING GROUP
PROPOSAL AND AGREEMENT FOR CONSULTING
SERVICES REGARDING THE PREPARATION OF
WATER, SEWER, AND STORM DRAIN UTILITY
MASTER PLANS AND AUTHORIZING EXECUTION
OF SAME**

RESOLUTION NO. 18-67

WHEREAS, the City of Mendota (City) operates certain municipal infrastructure utilities, including a water system, a sewer collection and treatment system, and a storm drain system; and

WHEREAS, prudent and responsible management of the City's general and Development Impact funds requires a thorough understanding of the condition of each of these infrastructure systems; and

WHEREAS, the City must additionally know what repairs and improvements will be required to keep each system operating smoothly and responsibly to accommodate the demands of future growth; and

WHEREAS, the City may only assess Development Impact Fees to the limit of the costs required to build facilities to support planned development; and

WHEREAS, the City has never had the utility Master Plans necessary to inform the long-term planning and cost estimating needed to accomplish these objectives; and

WHEREAS, preparation of these Master Plans is a permissible use for accrued Development Impact fees; and

WHEREAS, completion of these Master Plans will allow better and more thorough preparation of accurate fees for the Development Impact Fee study now in process; and

WHEREAS, the City Council has requested a proposal from the City Engineer, Provost & Pritchard Consulting Group, to prepare the Master Plans for each of the three public infrastructure utilities discussed; and

WHEREAS, on September 5, 2018, the City Engineer submitted a Proposal for Consulting Services regarding the Preparation of Water, Sewer and Storm Drain Utility Master Plans (Proposal), incorporated herein by this reference and attached hereto as Exhibit "A," along with an associated Consultant Services Agreement (Agreement), incorporated herein by this reference and attached hereto as Exhibit "B;"

WHEREAS, staff and the City Council have reviewed the Proposal and the Agreement and have found the terms, scope of work, and fees to be appropriate and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mendota that Provost & Pritchard Consulting Group be retained and contracted to prepare Master Plans for Water, Sewer Collection and Wastewater Treatment, and Storm Drain pursuant to their proposal of September 25, 2018, and

BE IT FURTHER RESOLVED that the Proposal for Consulting Services regarding the Preparation of Water, Sewer and Storm Drain Utility Master Plans, attached hereto as Exhibit "A," and the Consultant Services Agreement, attached hereto as Exhibit "B," by and between the City of Mendota and Provost & Pritchard Consulting Group, are hereby approved, and the Interim City Manager is hereby authorized and directed to execute same.

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 25th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Exhibit A



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

September 25, 2018

Cristian Gonzalez, Interim City Manager
City of Mendota
643 Quince Street
Mendota, CA 93640

**RE: Proposal for Consulting Services
Preparation of Water, Sewer and Storm Drain Utility Master Plans**

Dear Cristian:

In response to your request we have prepared this proposal to prepare Master Plans for build-out of each of the three major City utilities: Water, Sewer and Storm Drain. The City has never had these critical planning documents, and as a result has been at a disadvantage in being able to support applications for grant funding for infrastructure improvements. By having these engineering documents available, it will be much easier to provide solid information supporting proposed projects to funding agencies of all kinds.

In addition to the grant funding benefits, the Master Plans will be used to justify setting new Development Impact Fees for each of these utilities. Under the rules of AB 1600, the City may assess development impact fees to pay for all improvements necessary to support anticipated growth. But if the improvements needed are not defined, there is no justifiable way to set the fees, and the advantage of the program is lost. Currently, Development Impact Fees are based on a limited set of projects, the need for which is not strongly supported by documentation. Having these Master Plans will eliminate that weakness and allow the City a great deal of confidence in setting future Development Impact Fees.

Lastly, the Master Plans will serve as guidance documents for work needed to improve the City's infrastructure, providing a roadmap for which projects will be needed at what population or demand level. Having the plans available makes writing conditions of approval for new development project easier, more accurate and more fair to the developers and the City.

Because the outcome of this work will be three Master Plan documents, one each for Water, Sewer and Storm Drain, we have broken our scope and fee proposals into three parts, which are presented below, along with our assumptions and the associated fees.

Water System Master Plan

Under this phase, P&P staff will work with City staff to gather data on the existing water system, create a computer-based model of the water system, analyze system weaknesses and future needs, prepare a written report, and prepare an opinion of probable construction cost, as detailed below:

- Our office has a layout map of the system and much of the available operating data for the main wells. We will need to confirm other operating parameters such as the flow capacity of the existing treatment plant equipment, capacity of current distribution

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pumps, details of the current SCADA system and other data as may be requested. This information will form the basis of the water model. We also have maps and shape files for the current and existing land use conditions, existing water pipes, and other water related infrastructure. Using these resources, we will prepare a technical memorandum summarizing what data was unavailable and what assumptions would be required to proceed with work. Below is a preliminary list of the information that will be requested.

- Confirm status and capacities of existing wells
 - Pump curves for all pumps, both well and booster pumps
 - On/off pressure settings for all wells and booster pumps
 - Pumping and static water levels for all wells monitored by the City
 - Water usage data, for all existing metered accounts during the maximum day demand (MDD) event
 - Annual water billing records
 - Water production records for all wells and pumps (at the following locations: supply wells, booster stations, tank site and the water treatment plant (WTP)) for the MDD event as identified in DDW annual reports
 - Records of tank water level records for MDD event as identified in DDW annual reports
 - Monthly water production records for all wells and the water treatment plant
- Model demands will be allocated in the software. The method of demand allocation used will depend on the types and quality of data provided by the City. Using the billing data and the modeling software, a geo-spatial analysis will be performed to allocate the demands in the model. This methodology allows for the most accurate spatial representation of demands throughout the system that can be developed from the available data.
 - Using the engineering software Innowyze InfoWater, P&P staff will use our existing map of the water system to create a model of how the water system functions. Not just a picture of the pipe network, this model allows accurate calculation of system pressure at any point on the network under any set of operating conditions. For example, the model can be requested to calculate the pressure remaining in the system at Belmont and Derrick Avenues, during the high-demand conditions that might occur on a hot summer afternoon, if the fire hydrants at Belmont and Peach Avenues are in use. This kind of query is extremely useful in understanding just how capable or inadequate the system may be, and can be used to diagnose and justify conditions of approval for any new development.
 - Using the Innowyze model, we will analyze the existing system under a variety of standard conditions, including Average Day Demand, Maximum Day Demand, Peak Hour Demand, and Maximum Day Demand with Fire Flows applied one at a time, at several critical locations. These calculations at standard conditions are a large part of what the State Water Resources Control Board, Division of Drinking Water (DDW) looks at when considering applications for funding to correct deficiencies in the existing system, not anticipating any growth.

- Upon completion of the model verification and calibration, we will develop a draft technical memorandum (TM) summarizing the findings from the standard condition and verification testing, for the City's review. The draft TM and associated comments received from the City will be incorporated into the overall draft WMP report
- Once the model is built and calibrated to match existing observed system performance, we will analyze the model of existing conditions to determine the need for additional water supply, treatment, distribution and storage. Consideration will be given to alternatives to the current wellfield.
- Again, using Innovyze, we will perform the same battery of standard tests on an expanded model, which would be required to provide water service to the fully-built-out General Plan area. We know that the existing system will not be adequate for this, and an important part of this task will be to model appropriate new facilities (pipes, pumps, tanks, wells) to adequately serve the new growth. The new facilities required to support the growth area are exactly the projects which can be included in a Development Impact Fee study.
- System weaknesses and deficiencies will be identified. We will prepare a list of projects required to cure existing deficiencies and support growth. For each of the listed projects, the report will include a brief description.
- Arrange and attend an in-person meeting with City Public Works and Administrative staff to discuss the projects which appear to be necessary, and the projects which are recommended for consideration, as a result of the modeling. Develop project prioritization and edit the list of projects to be included in the Water Master Plan.
- Prepare engineer's opinion of project construction cost for each of the included projects, according to the American Association of Cost Engineers. Meet again with City staff to discuss the results. Review the cost opinions including project features. Review the benefitted populations for each project to determine how project benefits should be divided between the existing community and future development.
- Prepare a Draft Water Master Plan report discussing the work completed. Modeling results will be presented along with maps showing pipe network. The plan will include discussion of a logical path forward to implement the listed projects in a cost-effective manner in order to support population growth. The draft report will be submitted to the City for review.
- Once staff has had an opportunity to review the Master Plan, a study session will be held with the City Council and Planning Commission, to present the plan and discuss significant findings.
- All comments received from staff and the study session will be considered and responses will be incorporated into the Final Water Master Plan, which will then be submitted to the City. The Innovyze water model will remain available and will be used to evaluate future developments as they are proposed.
- Prepare a resolution and City Council agenda item for consideration of adoption of the Water Master Plan.

Water System Master Plan Assumptions

- No field surveying is planned.

- Map data adequately characterizes the current configuration (length and diameter of the water distribution system).
- Water system materials will be assumed to be Asbestos Cement before 1990 and PVC after 1990. Pipe age will be assumed based on the best available information.
- No field verification of key parameters (diameter, length, pipe material, Hazen-Williams coefficient, etc.) associated with the water system infrastructure.
- Meter and billing records will be sufficient to perform a geospatial analysis.
- City will coordinate and perform pressure tests at key points in system during a fire flow test for use in model calibration.

Water System Master Plan Deliverables

- Draft Technical Memo – PDF format
- Draft Water System Master Plan – PDF format and six (6) hard copies
- Final Water System Master Plan – PDF format and ten (10) hard copies
- Resolution and City Council Agenda Item – electronic format

Sewer and Wastewater Treatment Master Plan

Under this phase, P&P staff will work with City staff to collect and compile data on the existing sewer collection systems, the wastewater treatment plant and the effluent disposal facilities, and the requirements of the City's current Waste Discharge Requirements. We will analyze weaknesses and strengths of each system, calculate future land, infrastructure and process needs, prepare a written report, and prepare opinions of probable construction costs, as detailed below:

- Our office has a layout map of the existing sewer collection system and most of the available operating data for the wastewater treatment plant (WWTP). We will need to confirm operating parameters such as the flow capacity and pump curves of the existing lift stations, and details of the current SCADA system, as well as record drawings of the existing system to the extent they are available. This information will form the basis of our analysis.
- Working closely with City staff, P&P will measure peak-hour depths at certain critical points in the collection system, and use those data points to calculate flows and remaining capacity in these key sewer collectors and interceptors in developing areas of the City. Fully-built-out areas will not be analyzed unless City staff has noted operational deficiencies which should be addressed. The focus will be on planning for ongoing growth capacity.
- P&P will develop a CAD-based project map, which will serve as the starting point for our hydraulic models of both the existing system and the future flow scenarios. Prior to creating the model, P&P will work with City staff to develop appropriate criteria for the model, and key decisions will be summarized in a basis of design memo.
- P&P will develop the hydraulic model using Autodesk's Storm and Sanitary Analysis software. The existing flow scenario will be calibrated to current conditions prior to analyzing the future flow scenario(s).

- Design calculations for the WWTP's treatment capacity and performance will be reviewed and updated based on experience gathered since the WWTP upgrades were completed in 2010. We understand that treatment capacity is the least critical wastewater issue; the basic plant design implemented in 2010 is expandable and when fully developed can treat more than twice the current flow.
- We will develop population thresholds for projects required to implement treatment system expansions, which will be included in the Sewer and Wastewater Treatment Master Plan. As growth approaches the thresholds, projects will be programmed and included in the City's capital improvement plan.
- Treated effluent disposal and/or reuse is perhaps the most critical part of the Sewer and Wastewater Treatment Master Plan analysis. We understand that current flows are taking virtually all of the available disposal capacity; some capacity expansion will be needed over the next few years in order to keep pace with growth. While the current evaporation ponds can still be expanded, doing so is a short-term solution because the land available for added evaporation ponds is mostly the same land that will be needed to expand the treatment lagoons when that time comes. We will look at other available options for disposal, including land outside of the WWTP footprint, direct discharge to neighboring growers, and discharge to irrigation district canal systems. Each of these options may be viable; all may include the need for added water treatment and revised permitting.
- Arrange and attend a meeting with City Public Works and Administrative staff to discuss the projects which appear to be necessary, and the projects which are recommended for consideration, as a result of the system analysis. Develop project prioritization and a full list of projects to be included in the Sewer and Wastewater Treatment Master Plan.
- Prepare engineer's opinion of project construction cost for each of the included projects, according to the American Association of Cost Engineers. Meet again with City staff to discuss the results. Review the cost opinions including project features. Review the benefitted populations for each project to determine how project benefits should be divided between the existing community and future development.
- Prepare a draft Sewer and Wastewater Treatment Master Plan report discussing the analysis work completed. Results will be presented along with maps showing collection systems and tributary areas. System weaknesses and deficiencies will be identified. For each of the listed mitigation projects, the report will include a brief description together with the estimated cost. The plan will include discussion of a logical path forward to implement the listed projects in a cost-effective manner in order to support population growth. The draft plan will be submitted to City staff for review.
- Once staff has had an opportunity to review the draft Sewer and Wastewater Treatment Master Plan, a study session will be held with the City Council and Planning Commission, to present the draft Sewer and Wastewater Treatment Master Plan and discuss significant findings.
- All comments received from staff and the study session will be considered and responses will be incorporated into the final Sewer and Wastewater Treatment Master Plan, which will then be submitted to the City.
- Prepare a resolution and City Council agenda item for consideration of adoption of the Sewer and Wastewater Treatment Master Plan.

Sewer and Wastewater Treatment Master Plan Assumptions

- Field surveying of key intersections is planned to verify manhole elevations, inverts and pipe sizes.
- Map data characterizes a significant part of the current sewer collection system configuration however review of record drawings and supplemental field surveying may be necessary to appropriately model the system.
- City to provide record drawings and previous studies as requested, to the extent they are available in the City's archives.

Sewer and Wastewater Treatment Master Plan Deliverables

- Basis of Design memo – PDF format
- Draft Sewer and Wastewater Treatment Master Plan – PDF format and six (6) hard copies
- Final Sewer and Wastewater Treatment Master Plan – PDF format and ten (10) hard copies
- Resolution and City Council Agenda Item – electronic format

Storm Drain Master Plan

Under this phase, P&P staff will work with City staff to collect and compile data on the existing storm drain systems, which consists of collection infrastructure, pump stations capacity and pump curves, and storage facilities. Some drainage systems include disposal facilities, though most retain collected storm water until it evaporates or percolates. We will analyze weaknesses and strengths of each system, calculate future facility needs, prepare a written report, and prepare opinions of probable construction cost, as detailed below. As with the sewer system, the focus will be on planning for ongoing growth capacity.

As part of the Prop 1 Stormwater Grant Technical Assistance study with the Council of Watershed Health (CWH), our office has developed a single map of the storm drainage tributary areas, including acreage of each land use type within each drainage area, and has calculated total runoff quantities for each. We will use that data to create separate maps for each drainage area, including acreage of each land use type within the area.

For the areas included in the CWH storm drain study completed earlier this year, storm drainage analysis, opinions of cost and master planning will be based on the CWH work, which identified potential "green" solutions to several of the most-critical of the City's drainage concerns, particularly in the downtown area. Additional work needs to be done in those areas to complete master planning, including:

- Development of other project alternatives which may be feasible, including giving consideration to alternatives which did not meet the "green" criteria required of the Proposition 1 grant funded projects.
- P&P will calculate remaining capacity in storm drain collectors in certain critical areas of the City, to assess capacity remaining for use by future development. Specific aspects of fully-built-out areas will only be analyzed where there are known operational deficiencies. These existing facilities include:

- 2nd Street and Naples, limited to the detention storage needed upstream of that pump station in order to address ponding at that location and/or extending a storm drain main line in 2nd Street from Bass Avenue to Marie Street to increase discharge flow rates.
 - 9th/10th and Naples, limited to calculation of the size of the required pump station in that area.
 - Sorensen and McCabe, limited to evaluation of the adequacy of the existing pump station at McCabe Elementary School, and re-evaluation of the ability to relieve the detention basin at Sorensen and Holmes.
 - 7th Street, limited to addressing flooding in 7th Street and other areas of the downtown triangle where no existing storm drain system exists, particularly in ways other than considered in the CWH study.
 - Belmont Avenue, development of projects and strategies to mitigate floodwaters in Belmont from Panoche & Silver Creeks before they enter the City, and
 - Developing projects and strategies for improving discharge flow of the Belmont Avenue storm drain at its transition to open channel flow east of Oller Street, at the Gonzalez property.
- Prepare updated engineer's opinion of project construction cost for each of the included projects, according to the American Association of Cost Engineers, so that costs will be directly comparable to those developed for other parts of the City.
 - To the greatest extent practical, incorporate report materials developed with CWH into the Storm Drain Master Plan report produced here.
 - Because the hydraulic calculations for these areas were completed during the CWH study, and because these areas include very little future development area, these drainage areas will not be included in the computer model described below.

The following tasks are partially or completely outside of the work done with CWH, and will be completed as part of creating a thorough overall storm drain master plan.

- Additional topographical surveying of existing channels, ditches and basins will be done so that data is adequate to analyze the existing facilities.
- Based on existing and planned storm water flows in each drainage area, required storage volumes will be calculated and compared with existing volumes. Plans for correcting deficiencies will be developed and modeled to confirm feasibility.
- Prepare engineer's opinion of project construction cost for each of the included projects, according to the American Association of Cost Engineers.

Using the data developed above both in the CWH study and specifically for this study, P&P will complete the following tasks:

- P&P will develop a CAD-based project base map in CAD, which will also serve as the starting point for our hydraulic models of the area outside of the CWH study.
- P&P will work prepare a basis of design memo prior, documenting agreed criteria and design standards and will submit to the City for approval prior to moving along to the next task. Storm criteria will be per the City's standards.

- For the areas outside of the CWH study, P&P will develop hydraulic models of both the existing systems and the future flow scenarios using Autodesk's Storm and Sanitary Analysis software. The existing flow scenarios will be calibrated to current conditions prior to analyzing the future flow scenario(s). These results will be used to plan future projects.
- Conventional storm drain practice is that every collection and storage system should have relief to a canal, stream, or other body of water. That is not currently the case in Mendota, where most systems are not relieved and must retain water until it percolates or evaporates from the storage basin. Since percolation rates in Mendota are very low, this ends up meaning that nearly all collected water must evaporate, which can often take months. Holding water that long is inconvenient, the basins must be much larger than they would otherwise be, and the basins can become breeding grounds for mosquitos. Finding feasible ways to relieve more storage basins will be a focus of the project, and future projects may show new connections to the Fresno Slough. However, additional permitting work would be required to implement such connections, and that work is not included in this scope.
- Arrange and attend a meeting with City Public Works and Administrative staff to discuss the projects, land and easement acquisitions, and permits which appear to be necessary, and which are recommended for consideration, as a result of the storm drain system analysis. Review the cost opinions including project features. Area by area, develop project prioritization and full lists of projects to be included in the Storm Drain Master Plan. Review the benefitted populations for each project to determine how project benefits should be divided between the existing community and future development, and between drain areas if appropriate.
- Prepare a draft Storm Drain Master Plan report discussing the analysis work completed. Results will be presented along with maps showing collection systems and drainage areas. Results and recommendations will be presented separately for each drain area, so that potential Development Impact Fees can be tailored to the costs of necessary work within each drainage area. System weaknesses and deficiencies will be identified. For each of the listed mitigation projects, the report will include a brief description together with the estimated cost. For each drainage area, the Master Plan will include discussion of a logical path forward to implement the listed projects in a cost-effective manner in order to support population growth. The draft plan will be submitted to City staff for review.
- Once staff has had an opportunity to review the draft Storm Drain Master Plan, a study session will be held with the City Council and Planning Commission, to present the draft Master Plan and discuss significant findings.
- All comments received from staff and the study session will be considered and responses will be incorporated into the final Storm Drain Master Plan, which will then be submitted to the City.
- Prepare a resolution and City Council agenda item for consideration of adoption of the Storm Drain Master Plan.

Storm Drain Master Plan Assumptions

- This report will rely to the greatest extent possible on the work prepared for the CWH storm drain study. Tasks will not be repeated.

- Field surveying of key intersections is planned to verify elevations of key manholes, drain inlet inverts and pipe sizes. Surveying will be limited to areas not covered in the CWH study.
- City to provide record drawings and previous studies as requested, to the extent they are available in the City's archives.

Storm Drain Treatment Master Plan Deliverables

- Basis of Design memo – PDF format
- Draft Storm Drain Master Plan – PDF format and six (6) hard copies
- Final Storm Drain Master Plan – PDF format and ten (10) hard copies
- Resolution and City Council Agenda Item – electronic format

Additional Services

The following items are not included in our scope of work or fee at this time but may be added at the discretion of the City. If any additional scope is desired, we will prepare a scope and fee proposal as an amendment to this agreement for the City's approval prior to proceeding:

- Depending on what happens with the search for feasible storage relief, the City may need to pursue a National Pollution Discharge Elimination System (NPDES) permit with the Regional Water Quality Control Board (Water Board). Such a permit would likely be seeking permission to discharge treated storm water into the Fresno Slough or the Mendota Pool. Because of the uncertainty of the need to do the permitting work, and how many discharge points might be sought, we have excluded this scope from the current proposal.
- California Environmental Quality Act analysis or document preparation aside from a presumed notice of exemption.
- Analysis of costs associated with preparation or procurement of supplemental studies (e.g. traffic, noise, historical, biological, geotechnical, environmental site assessment) that may be required as part of an application or review.
- Other services not included in the above Scope of Work.

Professional Fees

Work under this contract would be billed on a time-and-materials basis using our standard schedule of charges. Our estimated budgets for the three master plans are shown below. However, work efforts on the three reports may vary, and we reserve the right to move budgets between the three reports so long as total billings to the City do not exceed the total shown without written amendment to this agreement. These fees would be eligible for payment from the City's existing Development Impact Fee funds since the Plans will be used to support calculation of new Development Impact Fees.

Phase Budgets and Contract Total	
Water System Master Plan	\$62,400
Sewer and Wastewater Treatment Master Plan	\$58,700
Storm Drain Master Plan	\$67,300
Total Contract:	\$188,400

Schedule:

Once we are authorized to proceed, we will move forward with the above scopes. We anticipate the draft Master Plans will be complete within approximately four months. Once we have City approval of the drafts, we anticipate another one to two months to complete each report and deliver the Final Master Plan

If you would like to proceed, please sign and date below, and on the attached Consultant Services Agreement. The signed documents will be our notice to proceed. As always, we thank you for the opportunity to be of service.

City of Mendota

By:

Name/Title: Cristian Gonzalez,
Interim City Manager

Date Signed:

Provost & Pritchard Consulting Group

By:



Name/Title: David McGlasson, PE, PLS
Principal Engineer

Date Signed: September 25, 2018

By:

Name/Title: Heather E. Bashian, PE
Vice President

Date Signed: September 25, 2018

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.

Client City of Mendota

By _____
Name/Title Cristian Gonzalez,
Interim City Manager

Date Signed _____

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group
By 

Name/Title David McGlasson, PE, PLS
Principal-in-Charge, Contracts

Date Signed 09/25/2018

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: AMENDMENT #1 TO PROFESSIONAL SERVICES CONTRACT WITH CALSTART, INC. AND THE CITY OF REEDLEY FOR THE SUSTAINABLE AVIATION PROJECT
DATE: SEPTEMBER 25, 2018

ISSUE

Shall the Council approve and authorize the City Manager to execute Amendment #1 to a Professional Services Contract with CALSTART, Inc. and the City of Reedley for the Sustainable Aviation Project?

BACKGROUND

On May 9, 2017, the City Council approved a Program Eligibility and Funding Agreement with the Fresno County Transportation Authority (FCTA) and the City of Reedley for the purchase of four Pipistrel Alpha Electro trainer aircraft, as well as flight training cost assistance for low income veterans, students and others from disadvantaged communities, and administrative costs for partnering agencies and the California Energy Commission San Joaquin Valley Clean Transportation Center (CALSTART) to demonstrate the feasibility of advanced electrified aviation technology.

On July 25, 2017, the City Council approved a professional services contract with California Energy Commission San Joaquin Valley Clean Transportation Center (CALSTART), Inc. and the City of Reedley for coordination, outreach, and support services for the Sustainable Aviation Project.

ANALYSIS

The attached amendment would extend the cities of Reedley and Mendota's Professional Services Contract with CALSTART for one additional year, to September 30, 2019, and increase the total available compensation under the agreement by \$5,000, from \$25,000 to \$30,000, to cover the aforementioned legal expenses.

With approval from both the City of Mendota and the City of Reedley, CALSTART retained Ms. Justine Harrison, a respected and recommended aviation attorney, in 2017 to assist with regulatory negotiations and processes with the FAA. Ms. Harrison's primary focus since being retained has been to assist with gaining approval to use the four Pipistrel Alpha Electro aircraft in the project for flight training operations. Initial costs for Ms. Harrison's services were covered through a generous donation from a project supporter in Southern California. However, that funding has been exhausted and now that the end of flight testing and validation to support the petition is within sight, the City of Mendota wishes to use \$5,000 of its previously allocated "Project Admin Cost" funding from the

project to support costs for Ms. Harrison to complete the petition process with the FAA. Ms. Harrison has been reasonable with her time billed to this project, and has done significant work pro-bono because she is such a strong believer in the project goals.

In a letter to the Fresno County Transportation Authority (FCTA) dated September 11, 2018 (attached Exhibit 'A'), the City of Reedley, City of Mendota, and CALSTART requested an amendment to the project budget, specifically the "Project Admin Cost" section, for the New Technology Reserve Sub Program for the Sustainable Aviation Project. The budget amendment would allow the reallocation of \$5,000 of available grant administration dollars from the City of Mendota to CALSTART. The compensation increase contained in the amendment is contingent upon the FCTA's approval of the reallocation of the grant dollars.

FISCAL IMPACT

There is no anticipated impact to the City, General Fund or otherwise, as a result of approving the amendment to the professional services contract as all costs will be reimbursed by the Fresno County Transportation Authority under the Program Eligibility and Funding Agreement approved by the City Council on May 9, 2017. All costs incurred to date been fully reimbursed by the FCTA.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute Amendment #1 to a professional services contract with CALSTART, Inc. and the City of Reedley.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
FIRST AMENDMENT TO THE PROFESSIONAL
SERVICES CONTRACT BETWEEN CALSTART,
THE CITY OF REEDLEY, AND THE CITY
OF MENDOTA AND AUTHORIZING EXECUTION
OF SAME**

RESOLUTION NO. 18-68

WHEREAS, on May 9, 2017, the City Council of the City of Mendota (City Council) approved a Program Eligibility and Funding Agreement with the Fresno County Transportation Authority (FCTA) and the City of Reedley for the purchase of four (4) Pipistrel Alpha Electro trainer aircraft, as well as flight training cost assistance for low income veterans, students and others from disadvantaged communities, and administrative costs for partnering agencies and the California Energy Commission San Joaquin Valley Clean Transportation Center (CALSTART) to demonstrate the feasibility of advanced electrified aviation technology; and

WHEREAS, on July 25, 2017, the City Council approved a Professional Services Contract with CALSTART and the City of Reedley for coordination, outreach, and support services for the Sustainable Aviation Project with a term ending September 30, 2018 (Professional Services Contract), incorporated herein by this reference and attached hereto as Exhibit "A;" and

WHEREAS, additional time and grant resources are required for CALSTART to complete required legal and technical work to accelerate the timeline to submit a petition for exemption to the Federal Aviation Administration to recertify the Alpha Electros so that flight training operations can begin, which is one of the primary goals of the Sustainable Aviation Project; and

WHEREAS, to provide the necessary time and resources, the City of Mendota, the City of Reedley, and CALSTART have negotiated and prepared an amendment to the Professional Services Contract (First Amendment), incorporated herein by this reference and attached hereto as Exhibit "B;" and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mendota that the First Amendment to the Professional Services Contract by and between the City of Mendota, the City of Reedley, and CALSTART, attached hereto as Exhibit "B," is hereby approved, and the Interim City Manager is hereby authorized and directed to execute same.

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 25th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Agreement"), is made and entered into by and between, CALSTART, Inc. (the "Consultant"), a California non-profit organization whose principal place of business is 48 S. Chester Avenue, Pasadena, California 91106, and the cities of Reedley and Mendota (the "Cities"), whose principal places of business are 1717 9th Street, Reedley, CA 93654, and 643 Quince St, Mendota, CA 93640, respectively.

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for the period commencing on August 1, 2017 and ending on September 30, 2018. Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated by the Cities or the Consultant upon 30 days written notice by either party. The provisions contained in Section 3, Section 4 and Section 5 shall survive any termination of this Agreement.

2. Services. The Consultant shall perform the duties outlined in Appendix A - Statement of Work, included herein ("Work" or "Services").

3. Independent Contractor Relationship.

(a) The Consultant shall perform the services contemplated by this Agreement as an independent contractor. The Consultant acknowledges that it is not an agent or representative of the Cities and has no authority to act for or bind the Cities without prior written consent.

(b) The Consultant represents that it has the legal authority to enter and perform the requirements of this Agreement and will maintain such status to complete the Work hereunder.

(c) Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the Cities and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(d) Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Cities, and any and all of its employees, officials and agents from and against any liability (including

liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

4. Insurance. Without limiting Consultant's indemnification of the Cities, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the Cities.

- (a) Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)).
- (b) General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that Agency and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (c) Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- (d) Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be

before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

- (e) Proof of Insurance. Consultant shall provide to Agency, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Cities prior to commencement of performance. Current evidence of insurance shall be kept on file with the Cities at all times during the term of this Agreement. The Cities reserve the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Cities.
- (g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Cities to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Cities, nor does it waive any rights hereunder.
- (h) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- (i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- (j) Self-insured Retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

- (k) Timely Notice of Claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5. **Work Product.** Consultant agrees that all materials, notes, records, developments, discoveries and trade secrets conceived, discovered, developed by Consultant, solely or in collaboration with others, in performing the services of this Agreement, are the property of the Cities. Consultant further represents that all materials and content is provided free of royalty or other obligation. The Cities shall provide an unrestricted and no-cost license for Consultant to use work products developed under this project for public benefit purposes that are not competitive with this project and do not represent a conflict of interest with the project.

6. **Liability.** With regard to the Work to be performed by the Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to the Cities, or to anyone who may claim any right due to any relationship with the Cities, for any acts or omissions in the performance of Work on the part of the Consultant except (i) in the event of a breach by Consultant of its obligations under this Agreement or (ii) when said acts or omissions of the Consultant are due to the negligence or fraud of the Consultant.

7. **Compensation, Payment and Invoice Submission.** The maximum amount payable under this agreement is \$25,000.00. The Cities agree to reimburse Consultant for eligible time for Work as defined in Appendix A - Statement of Work from April 12, 2017, the effective date of the Program Eligibility and Funding Agreement between the cities of Mendota and Reedley and the Fresno County Transportation Authority. Services prior to this date are not eligible for reimbursement. The Cities have no obligation to pay more than \$25,000.00 without a future contract amendment authorized by the governing bodies.

Payments will be made as follows: the Consultant shall track all hours and expenses associated with the project and submit a detailed invoice to each city on a time and materials basis, according to the table below, no more than on a monthly frequency. All expenses shall be submitted with appropriate documentation such as receipts or other proof of payment. For ease of processing payments to Consultant, the City of Reedley agrees to be the lead agency to make payments to Consultant on behalf of both Cities and request reimbursements from the granting agency. Payments to Consultant shall only be made if both Cities do not contest any costs shown on invoices.

Government Billing Rates by Labor Class

Administrative/Intern Staff	\$98.35
Associate Project Manager	\$115.45
Project Manager	\$145.38
Program Manager/Senior Proj Mgr	\$222.34
Senior Program Mgr/Regional Dir	\$290.76
Senior Manager/Executive	\$474.63

Other direct costs will be burdened by a 12.54% indirect rate which is consistent with the Consultant's federally approved indirect rates and cost allocation plan.

8. Amendment; Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless such amendment, modification or waiver is mutually agreed upon in writing by the parties hereto. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

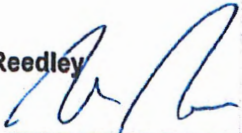
9. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, that cannot be resolved by the parties in a reasonable amount of time, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court of competent jurisdiction. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of California, County of Fresno. In the event that litigation results from or arises out of this Agreement or the performance hereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and reasonable out-of-pocket and documented expenses and court costs, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

11. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts and each of them shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile signatures, including electronic format.

City of Reedley

By:



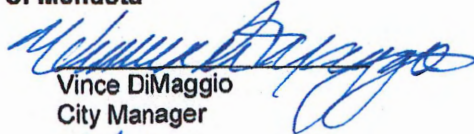
Nicole R. Zieba
City Manager

Date:

8/1/17

City of Mendota

By:



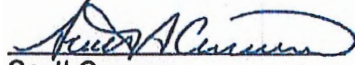
Vince DiMaggio
City Manager

Date:

8/2/17

CALSTART, Inc.

By:



Scott Carrano
Chief Financial Officer

Date:

8/1/2017

Appendix A - Statement of Work

Consultant shall:

1. Assist the Cities of Reedley and Mendota with public engagement and outreach for the project. This work shall include, but not be limited to;
 - a. Presenting information about the project at national aviation association events and forums,
 - b. Providing interviews with local and national media about the project,
 - c. Providing information about and promoting the project with aviation industry representatives,
 - d. Developing content and providing updates through the project website,
 - e. Engaging Federal agencies and Congressional representatives, such as U.S. Department of Transportation, U.S. Department of Labor, and the White House to educate them about the project and work to address any regulatory issues that potentially impact the project,
 - f. Engaging State agencies such as the California Energy Commission, California Air Resources Board, and others to provide updates about the project and encourage their support and potential funding for project expansion.
 - g. Assist with fund raising and sponsor engagement to enhance and support project expansion.
2. Provide primary point of contact engagement with the Federal Aviation Administration and Pipistrel Aircraft regarding aircraft airworthiness certification, registration, and pilot training requirements.
3. Assist the City of Reedley and City of Mendota with hangar construction specifications and budget review, charger installation technical support, and any required liaison work with Pacific Gas and Electric company related to electric power requirements at the airport sites.
4. Work with the flight school selected for the project to deploy the four (4) Pipistrel Alpha Electros successfully in flight training operations.
5. Assist the City of Reedley and City of Mendota with lease-back contract development.
6. Develop and implement a data collection protocol for the project and work with site hosts for the chargers and flight school to gather the following data:
 - a. Number of flight hours logged per aircraft per month
 - b. Number of kWh of electricity used to charge each aircraft
 - c. Total kWh of electricity used to charge all four aircraft per month
 - d. Number of students trained in the aircraft per year and over the term of the project
 - e. Cost of maintenance for each aircraft per year and over the term of the project
 - f. Average flight time and range per charge per year
 - g. Battery state-of-charge performance of the term of the project

Pilot acceptance and instructor acceptance of the aircraft in the first two years
(subjective evaluation)

Exhibit B

AMENDMENT #1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment to Professional Services Contract (“Agreement”), is made and entered into by and between, CALSTART, Inc. (the “Consultant”), a California non-profit organization whose principal place of business is 48 S. Chester Avenue, Pasadena, California 91106, and the cities of Reedley and Mendota (the “Cities”), whose principal places of business are 1717 9th Street, Reedley, CA 93654, and 643 Quince St, Mendota, CA 93640, respectively.

RECITALS

WHEREAS, May 9, 2017, the City Council approved a Program Eligibility and Funding Agreement with the Fresno County Transportation Authority (FCTA) and the City of Reedley for the purchase of four (4) Pipistrel Alpha Electro trainer aircraft, as well as flight training cost assistance for low income veterans, students and others from disadvantaged communities, and administrative costs for partnering agencies and the California Energy Commission San Joaquin Valley Clean Transportation Center (CALSTART) to demonstrate the feasibility of advanced electrified aviation technology; and

WHEREAS, On July 25, 2017, the City Council approved a Professional Services Contract with California Energy Commission San Joaquin Valley Clean Transportation Center (CALSTART), Inc. and the City of Reedley for coordination, outreach, and support services for the Sustainable Aviation Project with a term ending September 30, 2018; and

WHEREAS, Additional time and grant resources are required for the Consultant to complete required legal and technical work to accelerate the timeline to submit a petition for exemption to the Federal Aviation Administration to recertify the Alpha Electros so that flight training operations can begin, which is one of the primary goals of the project.

NOW, THEREFORE, The parties hereto agree to amend the existing Agreement as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for the period commencing on October 1, 2018 and ending on September 30, 2019. Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated by the Cities or the Consultant upon 30 days written notice by either party. The provisions contained in Section 3, Section 4 and Section 5 shall survive any termination of this Agreement.

7. Compensation, Payment and Invoice Submission. The maximum amount payable under this agreement is increased from \$25,000 to \$30,000, contingent upon the Fresno County Transportation Authority’s approval of an amendment to the “Project Admin Cost” section for the New Technology Reserve Sub Program Sustainable Aviation Project, as detailed in the attached letter to the FCTA dated September 11, 2018 (Exhibit ‘A’). The Cities have no obligation to pay more than \$30,000 without a future contract amendment authorized by the governing bodies.

Payments will be made as follows: the Consultant shall track all hours and expenses associated with the project and submit a detailed invoice to each city on a time and materials basis, according to the table below, no more than on a monthly frequency. All expenses shall be submitted with appropriate documentation such as receipts or other proof of payment. For ease of processing payments to Consultant, the City of Reedley agrees to be the lead agency to

make payments to Consultant on behalf of both Cities and request reimbursements from the granting agency. Payments to Consultant shall only be made if both Cities do not contest any costs shown on invoices.

Consultant Billing Rates by Labor Class

Administrative/Intern Staff	\$76.87
Associate Project Manager	\$107.93
Project Manager	\$141.30
Program Manager/Senior Proj Mgr	\$197.02
Senior Program Mgr/Regional Dir	\$305.71
Senior Manager/Executive	\$442.84

Other direct costs will be burdened by a 12.54% indirect rate which is consistent with the Consultant's federally approved indirect rates and cost allocation plan.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 effective as of the date first above written.

City of Reedley

City of Mendota

By: _____
Nicole R. Zieba
City Manager

By: _____
Cristian Gonzalez
Interim City Manager / Director of
Planning & Public Works

Date: _____

Date: _____

CALSTART, Inc.

By: _____
Piero Stillitano
Chief Financial Officer

Date: _____

Exhibit A



City of Reedley
845 "G" Street
Reedley, Ca 93654

September 11, 2018

Mike Leonardo, Executive Director
Fresno County Transportation Authority
2220 Tulare Street, Suite 411
Fresno, CA 93721

Dear Mr. Leonardo:

The City of Reedley, City of Mendota, and CALSTART respectfully request an amendment to the project budget, specifically the "Project Admin Cost" section, for the New Technology Reserve Sub Program for the Sustainable Aviation Project.

Budget Modification Justification

With approval from both the City of Mendota and the City of Reedley, CALSTART retained Ms. Justine Harrison, a respected and recommended aviation attorney, in 2017 to assist with regulatory negotiations and processes with the FAA. Ms. Harrison's primary focus since being retained has been to assist with gaining approval to use the four (4) Pipistrel Alpha Electro aircraft in the project for flight training operations. Initial costs for Ms. Harrison's services were covered through a generous donation from a project supporter in Southern California. However, that funding has been exhausted and now that the end of flight testing and validation to support the petition is within site, the City of Mendota wishes to use \$5,000 of its previously allocated "Project Admin Cost" funding from the project to support costs for Ms. Harrison to complete the petition process with the FAA. Ms. Harrison has been very reasonable with her time for this project and has done significant work pro-bono because she is such a strong believer in the project goals. We believe the \$5,000 is going to be sufficient to complete the petition process.

The total value of the Project Admin Cost would remain at \$75,000; however, under this request, \$5,000 of available grant funding would be moved from City of Mendota to "CALSTART SJVCTC reporting". This move is necessary since the legal services agreement is between Ms. Justine Harrison and CALSTART.

Thank you for your consideration in this matter.

Nicole R. Zieba
City Manager, City of Reedley

Cristian Gonzalez
Interim City Manager, City of Mendota

Joseph Oldham, CALSTART

Date	Invoice Number	Period Covered
8/29/2018	Mendota-4	

**Measure C New Technology Reserve Subprogram
Sustainable Aviation Project**

Grant Expenses	Measure C Approved	Current Invoice Amount	Previously Invoiced	Remaining Balance
Equipment/Infrastructure				
4 Pipistrel Alpha Electro trainers	\$ 746,348.00	\$ -	\$ 722,998.90	\$ 23,349.10
4 Installation of electric aircraft chargers	\$ 60,000.00	\$ 356.80	\$ 17,910.58	\$ 41,732.82
2 Hangars in Mendota	\$ 100,000.00	\$ 1,363.04	\$ 15,000.00	\$ 83,636.96
Subtotal:	\$ 906,348.00	\$ 1,719.84	\$ 755,909.48	\$ 148,718.68
Project Admin Cost				
City of Mendota data collection	\$ 25,000.00			\$ 25,000.00
City of Reedley data collection	\$ 25,000.00		\$ 7,591.09	\$ 17,408.91
CALSTART SJVCTC reporting	\$ 25,000.00		\$ 25,000.00	\$ -
Subtotal:	\$ 75,000.00	\$ -	\$ 32,591.09	\$ 42,408.91
Workforce Development Cost				
Flight training Cost Assistance for low income students	\$ 90,000.00			\$ 90,000.00
Subtotal:	\$ 90,000.00	\$ -	\$ -	\$ 90,000.00
Total	\$ 1,071,348.00	\$ 1,719.84	\$ 788,500.57	\$ 281,127.59

Match Funding

CALSTART SJVCTC CEC funding (Project Implementing support)	\$ 22,000.00			\$ 22,000.00
Mazzel Flying Service (in kind)	\$ 1,449,000.00			\$ 1,449,000.00
Reedley College (in kind)	\$ 200,000.00			\$ 200,000.00
City of Mendota Charger Operations	\$ 47,440.00			\$ 47,440.00
City of Reedley Charger Operations	\$ 47,440.00		\$ 1,749.00	\$ 45,691.00
Subtotal:	\$ 1,765,880.00	\$ -	\$ 1,749.00	\$ 1,764,131.00

Total Project Cost: \$ 2,837,228.00

Approved by: _____
Title: _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: SETTING A GOAL FOR THE INVOLVEMENT OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
DATE: SEPTEMBER 25, 2018

ISSUE

Shall the Council establish 2% as its DBE goal for federally funded projects?

BACKGROUND

Federal regulations require that entities using certain federal funds for projects establish a goal to involve as many Disadvantaged Business Enterprises (DBE's) as possible. This goal is manifested in the terms of a percentage.

ANALYSIS

Staff reviewed the information available in our jurisdiction to determine that 2% is a goal that engages and encourages the participation of DBE's while being a reachable goal.

FISCAL IMPACT

None.

RECOMMENDATION

Council hold a discussion with interested stakeholders and adopt Resolution No. 18-66.

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

**A RESOLUTION OF THE CITY COUNCIL
THE CITY OF MENDOTA IN THE MATTER
OF ESTABLISHING THE DISADVANTAGED
BUSINESS ENTERPRISE (DBE) GOAL FOR
FEDERAL FISCAL YEARS 2018-2019,
2019-2020, AND 2020-2021.**

RESOLUTION NO. 18-66

WHEREAS, the City Council of the City of Mendota passed Resolution No. 05-11, approving the Disadvantaged Business Enterprise (DBE) Program for the City of Mendota; and

WHEREAS, said DBE program is required in order to obtain and utilize federal and state funding as required in 49 Code of Federal Regulations, Part 26, Section 45; and

WHEREAS, each Federal Fiscal Year, the City of Mendota is to submit a goal of how much federal funding received will be spent through DBEs; and

WHEREAS, subdivision (c) of said section requires the verification of the validity of a base figure for the relative availability of DBE's, with the City of Mendota using the NAIC code of 00 (All Sectors) when determining the representative percentage of DBE's available to contract in the region of Fresno County; and

WHEREAS, according to the recommended usage reference of the United States Census Bureau's County Business Patterns (2016 [released April 19, 2018]), there are approximately 16,619 Business Establishments in All Sectors in Fresno County, with approximately 155 of these operating and originating from within the region certified as DBE's; and

WHEREAS, the percentage of DBE's operating and originating from the region represents a quantity of approximately .933%, which is to be established as the Base Figure, as defined in and pursuant to 49 Code of Federal Regulations, Part 26, Section 45, Subsection (c); and

WHEREAS, in consideration of more localized factors required to establish an appropriate goal pursuant to 49 Code of Federal Regulations, Part 26, Section 45, Subsection (d), such as the demographic makeup of the community, the amount of registered DBE's, the availability of qualifying projects, and all other evidence available in the jurisdiction, the City Council of the City of Mendota is of the opinion that a goal of 2% is a proper, attainable goal for Fiscal Years 2018-2019, 2019-2020, and 2020-2021 for funds expended in FHWA, FTA and FAA related programs; and

WHEREAS, the City Council of the City of Mendota held a public discussion at its regularly scheduled Council Meeting of September 25, 2018, where all relevant stakeholders were welcome to consult in a direct, interactive exchange on the goal-setting process; and

WHEREAS, the City of Mendota is further required to submit a Local Agency DBE Annual Submittal Form.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mendota hereby resolves, finds, and orders as follows:

1. All the above recitals are true and correct;
2. The City of Mendota's annual goal for participation by DBEs in federally assisted transportation projects for the for Fiscal Years 2018-2019, 2019-2020, and 2020-2021 for funds expended in FHWA, FTA and FAA related programs is 2%;
3. The Council hereby authorizes the City Manager to submit and execute any and all documents required in connection with federal and state DBE requirements.

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 25th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: DISCUSSION AND DIRECTION FOR THE SOCCER FIELD IMPROVEMENTS AT ROJAS PIERCE PARK
DATE: SEPTEMBER 25, 2018

ISSUE

Should the City Council direct the Interim City Manager to bring forth a modification to the approved Development Agreement for the La Colonia project, in an effort to relocate the soccer field improvements?

BACKGROUND

About a year ago, the City of Mendota was planning to expand Rojas Pierce Park, with some county CDBG monies, and local funds. The project proposed a new baseball diamond next to the existing diamond, and two soccer fields next to the new diamond. Due to the City removing itself from the county's CDBG program, and the timing of the environmental review process, the City had to utilize the funds for the 7th and Derrick Realignment Project. Recently, the City Council approved a Development Agreement with a developer where part of their mitigation measures requires that they redo the existing soccer field, however within the last week or so, there has been talk about requesting that the developer construct a new soccer field adjacent to the existing soccer field instead, allowing the existing soccer field to be reconstructed into a baseball diamond in the future.

ANALYSIS

If the Council so desires to change the location of the soccer field to where it was previously planned for, staff will need to work with the developer to modify the Development Agreement to bring forth to the next Council meetings. This can delay the project, but not significantly.

RECOMMENDATION

Staff recommends that the Council give direction to staff to either leave the agreement the way it was approved reconstructing the existing soccer field (option A) or to work with the developer to modify the agreement leaving the existing soccer field as is and constructing a new soccer field next to it (option B).

FISCAL IMPACT

Option (A) would not have any additional impact. Option (B) would require some additional monies because it would be pushing the development further west that would equal longer utility runs.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NICOLAS CARDELLA, OFFICE OF THE CITY ATTORNEY
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: IMPOSITION OF FINES FOR OPERATION OF ATVS ON PUBLIC STREETS
DATE: SEPTEMBER 25, 2018

ISSUE

Whether the City may enact an ordinance imposing a fine for the operation of ATVs on public streets.

SHORT ANSWER

No. “Local regulation of any ‘matter[]’ covered by this state’s Vehicle Code is prohibited unless the Legislature has expressly allowed local regulation in that field.” (*O’Connell v. City of Stockton* (2007) 41 Cal.4th 1061, 1073 [quoting Vehicle Code § 21].) The Vehicle Code does not expressly authorize local regulation regarding the operation of ATVs on public streets. (See Vehicle Code § 21100, subs. (a)-(p).) And the operation of ATVs on public streets is a “matter covered by” the Vehicle Code. (See Vehicle Code §§ 38025, 38026.5, 4000(a)(1), 9553.) Accordingly, local regulation regarding the operation of ATVs on public streets is prohibited.

DISCUSSION

Pursuant to § 21 of the Vehicle Code, “a local authority shall not enact or enforce any ordinance or resolution on the matters covered by [the Vehicle Code], including ordinances or resolutions that establish regulations or procedures for, or assess a fine, penalty, assessment, or fee for a violation of, matters covered by this code, unless expressly authorized by this code.” (See *O’Connell, supra*, 41 Cal.4th at 1073 [“[U]nder section 21, local regulation of any ‘matter[]’ covered by this state’s Vehicle Code is prohibited unless the Legislature has expressly allowed local regulation in that field.”]; *Biber Electric Co. v. City of San Carlos* (1960) 181 Cal.App.2d 342, 344 [“Unless express authority is granted, a local government has no authority to regulate or control any matter covered by the Vehicle Code.”].)

Section 21100 provides that “[l]ocal authorities may adopt rules and regulations by ordinance or resolution” regarding specified matters. (See Vehicle Code § 21100, subs. (a)-(p).) However, none of the specified subjects pertain to the regulation of ATVs. (*Id.*) Accordingly, there does not appear to be any express authorization that would permit the

City to impose a fine or otherwise regulate the operation of ATVs.¹ Therefore, if the imposition of a fine for driving an ATV on a public street is a “matter[] covered by” the Vehicle Code, then such regulation would be expressly preempted by the Vehicle Code. (Vehicle Code § 21; see also § 21100; see also O’Connell, *supra*, 41 Cal.4th at 1073.)

The Vehicle Code prohibits any person from driving an ATV on a highway unless the vehicle is registered and the appropriate fees have been paid. (See Vehicle Code § 4000(a)(1) [“A person shall not drive . . . upon a highway . . . any motor vehicle . . . unless it is registered and the appropriate fees have been paid under this code. . . .”]; Vehicle Code § 415 [defining “motor vehicle” as “a vehicle that is self-propelled”]; Vehicle Code § 360 [defining “highway” as “a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel” and stating that “[h]ighway includes street”]; Vehicle Code § 111 [defining “all-terrain vehicle” as a “*motor vehicle*” that meets specified requirements].) If an ATV is properly registered, then the Vehicle Code permits its operation upon a “highway” in limited circumstances. (See Vehicle Code § 38025; see also Vehicle Code § 38026.5.) If an ATV is *not* properly registered, then the owner or operator is liable for a fine. (See Vehicle Code § 9553.) Accordingly, the operation of ATVs on public streets is a “matter[] covered by” the Vehicle Code and therefore any local regulation of such activity is prohibited. (See O’Connell, *supra*, 41 Cal.4th at 1073.)

¹Notably, echoing § 21, § 21100 further provides that it “does not authorize a local authority to enact or enforce an ordinance . . . that establishes a violation if a violation for the same or similar conduct is provided in this code, nor does it authorize a local authority to enact or enforce an ordinance or resolution that assesses a fine, penalty, assessment, or fee for a violation if a fine, penalty, assessment, or fee for a violation involving the same or similar conduct is provided in [the Vehicle Code].”

ADMINISTRATIVE SERVICES DEPARTMENT REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: MONTHLY REPORT (AUGUST 2018)
DATE: SEPTEMBER 25, 2018

HUMAN RESOURCES

- **Recruitment**
 - City Manager
 - Part-Time General Maintenance Worker I (Seasonal)

RISK MANAGEMENT

- **Claims**
 - There were no new claims against the city in the month of August.
- **Worker's Compensation Claims**
 - There was one new worker's compensation claim in the month of August.
Employee is active at work.

SENIOR CENTER

- For the month of August, there was a daily average of 9 attendees at the senior center.

SPECIAL PROJECTS

- Completed and mailed Measure C reimbursement request for expenses related to aircraft hangars.
- Participated in the New Technology Measure C scoring committee with Fresno COG.

- Started LAWCX- Local Agency Workers' Compensation Excess Joint Powers Authority Payroll Audit
- Attended pre-renewal meeting with Barthuli & Associates staff to discuss upcoming renewal for health insurance.

PUBLIC WORKS REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, PUBLIC WORKS AND PLANNING DIRECTOR
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: PUBLIC WORKS MONTHLY REPORT
DATE: SEPTEMBER 25, 2018

STREETS AND ROADS

- Staff received official confirmation that our proposed projects on Black and 5th Streets are receiving outside funding. This will allow us to do the project next summer, while city funds increase for future street projects.
- Street sweeping continues as usual.
- Crews continue to work on patching potholes.

PARKS AND PUBLIC BUILDINGS

- Public Works continues to maintain the parks for the community.
- Public Works will begin grading the city owned land adjacent to the soccer field.

DRINKING WATER

- Meter reads are complete.
- The city's bridge reconstruction grant is currently under review.
- Several VFD's (variable frequency drives) are scheduled to be replaced in the next couple of weeks.

WASTE WATER

- Monthly samples have been submitted.
- Construction resumes on the Lozano Lift Station project. The delay worked out, as the hot summer months allowed for the ground water that was the original cause for the delay to subside.

ANIMAL CONTROL

- Animals impounded: 13
- Animals euthanized: 8
- Animals adopted: 10 dogs
- Animals redeemed by owner: 3
- Citations issued: 0

ADULT OFFENDER WORK PROGRAM

- AOWP continue working on public right of ways and alley weed abatement.
- AOWP assist at the pool park, and airport.

BUILDING PERMITS ISSUED

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

PLANNING

- The Planning Department approved a site plan review for a duplex on Stamoules Street.
- Staff continues to work with a developer proposing to annex property into the city limits.

STAFFING FOR PUBLIC WORKS

- 15 full time employees
- 2 part time employees

FUEL STOCK

- Unleaded: 4,048 gallons
- Diesel: 1,990 gallons

Permits Issued

Report Date Range : 08/21/2018 to 09/18/2018

Permit #	Type of Permit	Date Issued	Job Address
20180148	434(a) EXTEND FRONT OF HOME 91 SQ FT PER APPROVED PLAN (AMENDMENT TO ORIGINAL PERMIT)	8/23/2018	963 2nd St
20180149	101 NEW CONSTRUCTION SFR 1435 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/23/2018	300 GONZALEZ ST
20180150	101 NEW CONSTRUCTION SFR 1435 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/23/2018	280 GONZALEZ ST
20180151	101 NEW CONSTRUCTION SFR 1420 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/30/2018	290 GONZALEZ ST
20180152	329(b) INSTALL (21) PV SOLAR PANELS (21)B320 OPTIMIZERS, (1) SOLAR EDGE INVERTER PER APPROVED PLAN	8/30/2018	342 K St
20180153	329(b) SOLAR SYSTEM ROOF MOUNT 5.8 K.W.20 PANELS UPGRADE TO NEW 125A MSP W/NEW 100A MSD PER APPROVED PLAN	9/6/2018	431 Quince St
20180154	434(a) ADDING WINDOWS AND RE-DOING SURROUNDING STUCCO PER APPROVED PLAN	9/6/2018	1925 8th St
20180155	434(b) REMOVE & REPLACE DUAL PACK UNIT 4 TON	9/11/2018	1927 9th St
20180156	434(b) REMOVE & REPLACE 40 GAL ULTRA LOW NOX WATER HEATER	9/11/2018	220 Valenzuela St
20180157	434(a) MAIN PANEL UPGRADE PER APPROVED PLAN	9/11/2018	281 Holmes Ave
20180158	329(b) NEW SOLAR ROOF MOUNT W/ 6.67 KW & 23 PANELS PER APPROVED PLAN	9/11/2018	281 Holmes Ave
20180159	101 NEW CONSTRUCTION SFR 1435 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	9/11/2018	41 VERA CIR
20180160	329(b) ROOF SOLAR MOUNT PER APPROVED PLAN	9/11/2018	766 I St
20180161	434(a) RE-ROOF 1800 SQ FT EXISTING SHINGLES PROPOSING SHINGLES 4/12 PITCH PER APPROVED PLAN	9/17/2018	606 I St
Total Number of Permits List		14	