



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

ROBERT SILVA  
Mayor  
SERGIO VALDEZ  
Mayor Pro Tempore  
JOSEPH AMADOR  
ROLANDO CASTRO  
JOSEPH RIOFRIO

## AGENDA MENDOTA CITY COUNCIL Regular City Council Meeting CITY COUNCIL CHAMBERS 643 QUINCE STREET January 12, 2016 6:00 PM

VINCE DiMAGGIO  
City Manager

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

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

### CALL TO ORDER

### ROLL CALL

### FLAG SALUTE

### INVOCATION

### FINALIZE THE AGENDA

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

### CITIZENS ORAL AND WRITTEN PRESENTATIONS

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

## APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Regular City Council meeting of December 8, 2015, the Special City Council meeting of December 14, 2015, and the Adjourned Special City Council meeting of December 16, 2015.
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. DECEMBER 09, 2015 THROUGH DECEMBER 18, 2015  
WARRANT LIST CHECKS NO. 40311 THRU 40353  
TOTAL FOR COUNCIL APPROVAL = \$319,756.37
2. DECEMBER 28, 2015 THROUGH JANUARY 06, 2016  
WARRANT LIST CHECKS NO. 40354 THRU 40435  
TOTAL FOR COUNCIL APPROVAL = \$414,613.91
3. Council adopt **Resolution No. 16-01**, authorizing the City to enter into a professional services agreement with Provost and Pritchard for Federal Highway Administration Projects.

## BUSINESS

1. Receive presentation from Provost & Pritchard on the proposed roundabout at the intersection of Oller and Derrick Avenues.
  - a. *Receive presentation from City Engineer McGlasson*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council provides direction to staff on how to proceed*

## DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

3. City Attorney  
a) Update
4. City Manager

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

1. Council Member(s)
2. Mayor

#### **CLOSED SESSION**

1. PUBLIC EMPLOYMENT  
CA Government Code § 54957.6  
Title: Public Works Director

#### **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 January 12, 2016, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, January 8, 2016 at 3:20 p.m.

  
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Celeste Cabrera, Deputy City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**December 8, 2015**

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

### **Roll Call**

**Council Members Present:** Mayor Robert Silva, Mayor Pro Tem Sergio Valdez, Councilors Joseph Amador and Joseph Riofrio.

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

**Flag salute led by Councilor Amador.**

**Invocation led by Pastor John Flores from Rivers of Living Waters Christian Church.**

### **FINALIZE THE AGENDA**

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

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

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

**Dino Perez (Westside Youth Inc.)** – stated that Westside Youth Inc. is collecting sweaters and jackets to give to families that are in need; emphasized the benefits of having youth recreational programs within the community; and reported on a walk ability study meeting that was held recently.

Discussion was held on improving the walk ability in Mendota.

## APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Special City Council meeting of November 13, 2015 and the Regular City Council meeting of November 24, 2015.
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 Riofrio to approve items 1 and 2, seconded by Councilor Amador; approved (3 ayes, abstain: Valdez, absent: Castro).

## CONSENT CALENDAR

1. NOVEMBER 30, 2015 THROUGH DECEMBER 02, 2015  
WARRANT LIST CHECKS NO. 40254 THRU 40310  
TOTAL FOR COUNCIL APPROVAL = \$530,218.43
2. Council adopt **Resolution No. 15-84**, approving participation in the Federal Surplus Property Program.
3. Council consider request by Mendota Youth Recreation to change the day of their Open Market.

Requests were made to pull items 2 and 3 for discussion.

A motion was made to approve item 1 of the consent calendar by Councilor Riofrio, seconded by Mayor Pro Tem Valdez; unanimously approved (4 ayes, absent: Castro).

2. Council adopt **Resolution No. 15-84**, approving participation in the Federal Surplus Property Program.

Discussion was held on participating in the program so that the City can acquire equipment that is needed; a requirement of the program that the acquired equipment needs to be used by a law enforcement agency or used to support law enforcement services; equipment that the City is looking to acquire for flood preparation; and personnel needing to be trained in order to operate certain disaster preparedness equipment.

A motion was made to approve item 2 of the consent calendar by Councilor Amador, seconded by Mayor Pro Tem Valdez; unanimously approved (4 ayes, absent: Castro).

3. Council consider request by Mendota Youth Recreation to change the day of their Open Market.

Mayor Pro Tem Valdez stated that he would abstain and stepped down from the dais at 6:25 p.m.

**Sergio Valdez (Mendota Youth Recreation [MYR])** – requested that Council allow MYR to change the day of their Open Market to Fridays.

Discussion was held on MYR no longer having their Open Market on Saturdays; MYR requesting to change the day of their Open Market to Fridays from morning to early afternoon; local businesses bringing concerns about the Open Market; when the Facility Use Applications will go before Council in the coming year; and the size of MYR's Open Market.

A motion was made to approve item 3 of the consent calendar with MYR having their Open Market on Fridays from 9 a.m. to 1 p.m. by Councilor Amador, seconded by Councilor Riofrio; approved (3 ayes, abstain: Valdez, absent: Castro).

At 6:29 p.m. Mayor Pro Tem Valdez returned to the dais.

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Public Works
  - a) Monthly Report

Director of Public Works Gonzalez reported that the Street Light Retrofit has begun and that the reconstruction of a portion Quince Street has been completed.

Discussion was held on the possibility of reconstructing an additional section of Quince Street; the City being able to reconstruct a portion of Quince Street with the funds that were not used for the reconstruction of 6<sup>th</sup> Street; Council deciding which streets to repair at the upcoming budget hearing; Mendota Unified School District reimbursing the City for the costs associated with the reconstruction of a portion of Perez Street; the construction of a single-family home on Riofrio Street; the timeline of the Street Light Retrofit; and the amount of light fixtures that will be replaced.

2. Code Enforcement
  - a) Monthly Report

Planning & Economic Development Manager Flood summarized the report including that the Code Enforcement officers followed up on zoning violations and dilapidating properties.

Discussion was held on individuals scavenging through garbage bins; cases that are included in the monthly report; the definition of illegal dumping; and the possibility of having staff address poor living conditions throughout the City.

**Michael Rodriguez (101 Sorenson Street)** – reported that he stores trailers on a property on Tule Street and has done so for over 30 years; explained that he received a letter from the Code Enforcement Department stating that the trailers on the property were abandoned and needed to be removed; inquired as to why the trailers had to be

removed; and inquired as to what options are available in order to continue storing the trailers on the property.

Discussion was held on trailer parking regulations that are contained in the Mendota Municipal Code (MMC); Mr. Rodriguez's trailers are not allowed to be parked on the property due to violating the zoning code; the possibility of rezoning the property to commercial so that the trailers are able to be parked there legally; other options that might be available in order to store the trailers on the property so that they comply with the MMC; MMC regulations being equally enforced throughout the City; and staff meeting with Mr. Rodriguez in order to discuss possible solutions.

3. Police Department  
a) Monthly Report

Chief of Police Andreotti summarized the report including an increase in auto-thefts and arrests of auto-theft suspects; acquiring additional vehicles through San Joaquin Valley Air Pollution Control District funding; the release of Homeland Security funds; upgrading and adding surveillance systems to various areas in the City; homeless camps that are near Mendota; and officers making contact with homeless individuals in the City.

Discussion was held on cases that are included in the monthly report; bungalows on Oller Street that are being remodeled; staff verifying that the time allotted to rehabilitate the bungalows on Oller Street has not expired; the increase of methamphetamine use within the City; encouraging individuals to report criminal activity; the City's curfew for minors; and staff verifying that the City is complying with water conservation regulations.

4. City Attorney  
a) Update

Nothing to report.

5. City Manager

City Manager DiMaggio reported on the Joint Powers Authority in regards to Proposition 1 water storage funding; the possibility of having the cities of Mendota and Orange Cove serve as Board Members; the issue being discussed at a future Council of Governments meeting; the primary provision of the JPA; the various components of Proposition 1; the next regular scheduled meeting of the City Council being on January 12, 2016; and the holiday office hours for City Hall.

Discussion was held on the City applying for Proposition 1 funding as the guidelines become available.

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

1. Council Member(s)  
Council reports

Mayor Pro Tem Valdez reported on the annual Christmas Parade which will be held on December 19<sup>th</sup>.

Councilor Amador inquired as to scheduling a Goal Setting City Council meeting in the near future.

2. Mayor

Mayor Silva inquired on scheduling a joint meeting with the Mendota Unified School District Board in the near future.

## **CLOSED SESSION**

1. PUBLIC EMPLOYEE APPOINTMENT  
Title: City Attorney  
Government Code § 54957 (b) (1)

At 7:52 p.m. the Council moved into closed session.

At 8:11 p.m. the Council reconvened in open session and City Manager reported that in regards to item 1 of the closed session, the Council has decided to interview four candidates at a Special City Council meeting which will be held on Monday, December 14<sup>th</sup>.

## **ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 8:12 p.m. by Councilor Amador, seconded by Mayor Pro Tem Valdez; unanimously approved (4 ayes, absent: Castro).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk





## MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

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**Special Meeting**

**December 14, 2015**

**Meeting called to order by Mayor Silva at 2:03 p.m.**

**Roll Call**

**Council Members Present:** Mayor Robert Silva, Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio.

**Council Members Absent:** Mayor Pro Tem Valdez.

**Flag salute led by Mayor Silva.**

### **FINALIZE THE AGENDA**

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

A motion was made by Councilor Amador to adopt the agenda, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Valdez).

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

None offered.

### **NOTICE OF WAIVING OF READING**

1. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

Consensus was reached to approve item 1.

**CLOSED SESSION**

1. PUBLIC EMPLOYEE APPOINTMENT

Title: City Attorney

Government Code § 54957 (b) (1)

At 2:05 p.m. the Council moved into closed session.

At 5:53 p.m. Council consensus was reached to adjourn the meeting and continue the Special City Council meeting on Wednesday, December 16<sup>th</sup> at 10:00 a.m.

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk



**MINUTES OF MENDOTA  
ADJOURNED SPECIAL CITY COUNCIL MEETING**

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**Adjourned Special Meeting**

**December 16, 2015**

**Meeting called to order by Mayor Silva at 10:01 a.m.**

**Roll Call**

**Council Members Present:** Mayor Robert Silva, Mayor Pro Tem Valdez, Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio.

**Council Members Absent:** None.

**Flag salute led by Councilor Castro.**

**CLOSED SESSION**

1. PUBLIC EMPLOYEE APPOINTMENT  
Title: City Attorney  
Government Code § 54957 (b) (1)

At 10:02 a.m. the Council moved into closed session.

At 10:39 a.m. the Council reconvened in open session and City Manager DiMaggio reported on the direction received from the Council.

A motion was made by Mayor Pro Tem Valdez to recommend Mr. John Kinsey as City Attorney, provide direction to City Manager DiMaggio to negotiate with Mr. Kinsey, and if negotiations are unsuccessful, City Manager DiMaggio will then negotiate with Ms. Hilda Montoy, seconded by Councilor Amador; unanimously approved (5 ayes).

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 10:40 a.m. by Mayor Pro Tem Valdez, seconded by Councilor Amador; unanimously approved (5 ayes).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/9/2015-12/18/2015  
Check #40311 - 40353**

Date	Check #	Amount	Vendor	Department	Description
December 9, 2015	40311	\$4,500.00	DAVID A. FIKE ATTORNEY AT LAW	GENERAL- WATER- SEWER	GENERAL RETAINER - NOVEMBER 2015 PROFESSIONAL SERVICES
December 9, 2015	40312	\$604.50	DAVID A. FIKE ATTORNEY AT LAW	GENERAL- WATER- SEWER	SPECIAL SERVICES FOR NOVEMBER 2015
December 14, 2015	40313	\$603.28	CAPITAL ONE COMMERCIAL	GENERAL-WATER-SEWER-STREETS	COMPUTER MONITOR, VEHICLE BATTERY BOOSTER, (6) CHAIRS CITY HALL
December 16, 2015	40314	\$85,864.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 11/30/2015 THROUGH 12/13/2015
December 18, 2015	40315	\$10.82	ACE TROPHY SHOP	GENERAL	NAME PLATE - R. ESPINOZA (PLANNING COMMISSION)
December 18, 2015	40316	\$4,719.59	ADMINISTRATIVE SOLUTIONS INC.	GENERAL	MEDICAL CHECK RUN 12/2/2015, DEBIT CARD UTILIZATION, HRA ADMINISTRATION FOR DECEMBER 2015
December 18, 2015	40317	\$333.44	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES FOR 12/3/2015-1/12/2016 CITY HALL & COMMUNITY CENTER
December 18, 2015	40318	\$117.21	AGRI VALLEY IRRIGATION, INC.	WATER	(4) ADAPTER MALE, (2) COUPLER HOSE, (8) HOSE LOCKS
December 18, 2015	40319	\$25.34	AIRGAS USA, LLC	WATER	RENTAL CYLINDER CARBON DIOXIDE FOR NOVEMBER 2015
December 18, 2015	40320	\$2,445.30	ALERT-O-LITE	GENERAL-WATER-SEWER-STREETS	K-RAIL RENTAL, (3) DISCHARGE HOSE, (1) HOSE SUCTION, (3) LIGHT BAR (40) HOSE CLAMPS
December 18, 2015	40321	\$670.72	AMERITAS GROUP	GENERAL	VISION INSURANCE FOR JANUARY 2015
December 18, 2015	40322	\$179.83	AT&T	GENERAL	POLICE DEPARTMENT DISPATCH TELEPHONE 10/24/2015-11/23/2015
December 18, 2015	40323	\$414.30	AT&T MOBILITY	GENERAL	AIR CARDS FOR 10/20/2015-11/19/2015 (PD)
December 18, 2015	40324	\$4,313.24	BAKER MANCOCK & JENSEN PC	WATER	PROFESSIONAL SERVICES THROUGH 11/30/2015 (WATER-BRIDGE)
December 18, 2015	40325	\$3,402.00	BSK ASSOICATES	WATER-SEWER	MONTHLY AND WEEKLY LAB ANALYSIS, SOURCE WATER MONITORING PROFILE EDT
December 18, 2015	40326	\$148,339.00	CSJVRMA	GENERAL	2015/16 3RD QUARTER DEPOSITS
December 18, 2015	40327	\$418.52	CHEVRON AND TEXACO	GENERAL	FUEL PURCHASES OCTOBER - NOVEMBER 2015 (PD)
December 18, 2015	40328	\$60.00	CITY OF KERMAN	GENERAL	(3) POLICE OFFICER TASER CERTIFICATION (PD)
December 18, 2015	40329	\$116.88	CONSUMER CHOICE	GENERAL-WATER-SEWER	(48) RECIEPT ROLL PAPER FOR CASH REGISTERS
December 18, 2015	40330	\$175.00	CORELOGIC INFORMATION SOLUTIONS, INC.	GENERAL-WATER-SEWER	REALQUEST PROGRAM FEE FOR NOVEMBER 2015
December 18, 2015	40331	\$31.28	KRYSTAL CORONADO	GENERAL	MILEAGE REIMBURSEMENT FOR TRAINING 12/4/2015
December 18, 2015	40332	\$88.82	CROWN SERVICES CO.	GENERAL-SEWER	(1) PORTABLE TOILET 1XWK (PD) (1) TOILET WITH SINK 1XWK (WWTP) FOR DECEMBER 2015
December 18, 2015	40333	\$32.00	DEPARTMENT OF JUSTICE	GENERAL	FINGERPRINT-FBI & CHILD ABUSE INDEX (PD)
December 18, 2015	40334	\$5,798.10	STANTEC CONSULTING SERVICE	SEWER	GROUNDWATER SAMPLING AND REPORTING

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/9/2015-12/18/2015  
Check #40311 - 40353**

December 18, 2015	40335	\$2,492.56	FRESNO COUNTY SHERIFF BUSINESS OFFICE	GENERAL	RMS JAIL MANAGEMENT ACCESS FEE FOR OCTOBER 2014 AND SEPTEMBER AND NOVEMBER 2015, (7) SHOTGUN PURCHASE
December 18, 2015	40336	\$1,064.51	GUTHRIE PETROLEUM INC.	GENERAL-WATER-SEWER-STREETS	USED OIL PICK-UP FEE, OIL, (5) TRACTOR HYD
December 18, 2015	40337	\$32.40	CHARLES JOHNSON	GENERAL	REIMBURSEMENT FOR AFLAC FEE- TERMINATED OCTOBER 2015
December 18, 2015	40338	\$109.00	KERWEST INC.	GENERAL-WATER-SEWER	CLASSIFIED ADVERTISEMENT FOR ADMINISTRATIVE ASSISTANT AND MAINTENANCE
December 18, 2015	40339	\$7,432.15	LOZANO SMITH	GENERAL-WATER-SEWER	PROFESSIONAL SERVICES FROM JUNE THROUGH OCTOBER 2015 (L.MARTINEZ VS. CITY OF MENDOTA)
December 18, 2015	40340	\$327.99	NISSAN MOTOR ACCEPTANCE CORPORATION	GENERAL-WATER-SEWER	LEASE PAYMENT FOR ALTIMA -DECEMBER 2015
December 18, 2015	40341	\$1,649.55	NORTHSTAR CHEMICAL	WATER	(860) GALLON SODIUM HYPOCHLORITE 12.5% FOR WATER
December 18, 2015	40342	\$243.64	OFFICE DEPOT	GENERAL-WATER-SEWER	(12) PK PEN, TONER CARTRIDGE, DIVIDERS, BINDERS, FOLDER, PAPER
December 18, 2015	40343	\$378.65	AT&T	GENERAL-WATER-SEWER	TELEPHONE SERVICE FOR 559-266-6456 FOR 11/26/2015-12/25/2015
December 18, 2015	40344	\$22,845.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	PLANNING & PRELIMINARY ON CITY'S FINANCIAL STATEMENTS
December 18, 2015	40345	\$10,066.40	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	PROFESSIONAL SERVICES FOR OCTOBER 2015-HOUSING ELEMENT, CITY ENGINEERING RETAINER SERVICE FOR OCTOBER 2015
December 18, 2015	40346	\$964.05	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-SEWER-STREETS	STREET SWEEPER LEFT REAR TIRE REPAIR, TORO #35 TIRE REPAIR, LOADER TIRE REPAIR, UNIT M80 WHEEL BALANCE (PD), UNIT M83 WHEEL BALANCE
December 18, 2015	40347	\$102.61	ERNEST PACKING SOLUTIONS	PASS-THRU	(2) CAN LINERS 38X60 GALLON - MENDOTA YOUTH RECREATION
December 18, 2015	40348	\$2,012.23	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTI-DEPT. SUPPLIES FOR NOVEMBER 2015: BATTERY, SAFETY GLOVES, LUCAS GREASE, GASKET, HYDRAULIC HOSE, 4" ALUM. LOCKS
December 18, 2015	40349	\$309.52	UNION PACIFIC RAILROAD COMPANY	STREETS	ENCROACHMENT PUBLIC ROADWAY FOR JANUARY 2016
December 18, 2015	40350	\$659.00	STATE WATER RESOURCES CONTROL BOARD	SEWER	10/1/2015-9/30/2016 PERMIT FOR SMOOT-SORENSEN-MCCABE
December 18, 2015	40351	\$3,984.47	THE SHERWIN-WILLIAMS CO.	WATER	(1) GALLON PAINT THINNER, (1) GALLON PLX WB ALUM. (2) 5-GALLON MAC 646 MILL.
December 18, 2015	40352	\$68.08	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	MONTHLY SERVICE: WET/DRY MOPS, MATS, TEMP CLOTH FOR DECEMBER 2015
December 18, 2015	40353	\$1,751.39	WANGER JONES HELSLEY PC ATTORNEYS	SEWER	PROFESSIONAL SERVICES THROUGH 11/15/2015 FOR SPECIAL WWTP PROJECT

**\$319,756.37**

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 12/28/2015-1/6/2016  
 Check #40354-40435

Date	Check #	Amount	Vendor	Department	Description
December 28, 2015	40354	\$195.00	OSCAR CARCAMO	GENERAL	REIMBURSEMENT FOR POLICE FEES
December 29, 2015	40355	\$84,438.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 12/14/2015 THROUGH 12/27/2015
December 30, 2015	40356	\$256.35	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES FOR ROJAS - PIERCE PARK CONCESSION STAND & COMMUNITY CENTER
December 30, 2015	40357	\$570.21	AFLAC	GENERAL	AFLAC INSURANCES FOR THE MONTH OF DECEMBER 2015
December 30, 2015	40358	\$174.89	ALERT- O - LITE	WATER -SEWER- STREETS- GENERAL	(2) FLASHLIGHT (2) BOOTS (6) BEANIE (2) VEST; (12) OIL 2.5 GALLON (1) CAUTION TAPE
December 30, 2015	40359	\$90.93	AMERIPRIDE	WATER-SEWER	PUBLIC WORKS/ UTILITIES UNIFORM LEASE 12/10/15
December 30, 2015	40360	\$230.47	ANTHONY'S SHOP	WATER-STREETS	OVERHAUL AND PARTS ON DELCO REMY 37MT STARTER FOR CAT ENGINE; LABOR 1 UNIT
December 30, 2015	40361	\$23,771.67	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR JANUARY 2016
December 30, 2015	40362	\$118.00	BSK ASSOCIATES	WATER	GENERAL EDT- WEEKLY TREATMENT & DISTRIBUTION
December 30, 2015	40363	\$557.00	CENTRAL VALLEY TOXICOLOGY, INC	GENERAL	(3) ETHYL ALCOHOL (4) ABUSE SCREEN (4) SINGLE DRUG SCREEN (3) DRUG CONFIRMATION LEVEL (PD)
December 30, 2015	40364	\$227.61	COMCAST	GENERAL-WATER-SEWER	XFINITY TV CABLE FOR CITY HALL NOV-DEC-2015 JAN 2016
December 30, 2015	40365	\$625.52	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT SERVICES FEES FOR MOM SOFTWARE JANUARY 2016
December 30, 2015	40366	\$665.00	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE CASHIERING	GENERAL	(19) BLOOD ALCHOL ANALYSIS (PD)
December 30, 2015	40367	\$59.52	EINERSON'S PREPRESS	GENERAL	(500) BUSINESS CARD - R. SILVA
December 30, 2015	40368	\$943.74	EWING, FRESNO	GENERAL	SCHOOLS & INSTITUTIONS - 2.5 GALLONS RANGER PRO
December 30, 2015	40369	\$8,750.00	FIREBAUGH POLICE DEPARTMENT	GENERAL	DISPATCH SERVICES 11/1-11-30/2015 (PD)
December 30, 2015	40370	\$181.50	FRESNO COUNTY AUDITOR'S OFFICE	GENERAL	PARKING CITATIONS FOR NOVEMBER 2015 (PD)
December 30, 2015	40371	\$434.00	FRESNO MOBILE RADIO INC.	GENERAL	(31) POLICE DEPARTMENT RADIO FOR NOVEMBER 2015
December 30, 2015	40372	\$1,473.98	GONZALEZ TRANSPORT, INC	WATER-SEWER-STREETS	(2) LOAD RIVERSAND ON 12/11/15 ; (3) LOAD RIVERSAND ON 11/25/15
December 30, 2015	40373	\$2,892.00	KERWEST INC.	GENERAL	LEGAL ADV. LEGAL NOTICES FOR 11/11,18,25/15, ADV MAINTENANCE, ADV. ADMIN ASSISTANT
December 30, 2015	40374	\$19,535.00	LAW OFFICES OF BENNETT & SHARPE, INC	GENERAL	ATTORNEY FEES PAYMENT FOR M. RODRIGUEZ (PD)
December 30, 2015	40375	\$200.00	LEAGUE OF CALIFORNIA CITIES	GENERAL	2016 LOCAL STREETS AND ROADS NEEDS ASSESSMENT
December 30, 2015	40376	\$8,722.50	LIBERTY CASSIDY WHITMORE	GENERAL-WATER-SEWER	PROFESSIONAL SERVICES THROUGH 11/30/15
December 30, 2015	40377	\$164.50	LOWE'S BUSINESS	WATER	(3) BERNZOMATIC (1) BERNZ 14.1 OZ MAP-PRO GAS

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/28/2015-1/6/2016  
Check #40354-40435**

December 30, 2015	40378	\$509.09	MENDOTA SMOG & REPAIR	STREETS- WATER- SEWER- GENERAL	07 FORD- MOTOR OIL, FILTER , ANTIFREEZE, WINDSHIELD, SMOG PASS; UNIT M84 DOME LIGHT & ELECTRIC (PD); UNIT M81 ELECTRIC (PD)
December 30, 2015	40379	\$52,977.51	MID VALLEY DISPOSAL INC	STREETS-REFUSE	SANITATION CONTRACT SERVICES FOR NOVEMBER 2015; (3) 10YD ROLL OFF EXCHANGE, 30 YRD ROLL OFF EXCHANGE
December 30, 2015	40380	\$1,524.21	MUTAL OF OMAHA	GENERAL	LIFE/AD&D/ LTD &STD INSURANCE FOR JANUARY 2016
December 30, 2015	40381	\$1,239.08	NORTHSTAR CHEMICAL	WATER	(640)GALLON SODIUM HYPO 12.5% WATER PLANT
December 30, 2015	40382	\$442.49	OCCU MED LTD	GENERAL-WATER-SEWER	FITNESS FOR DUTY - J CARILLO
December 30, 2015	40383	\$3,797.50	PREMIER ACCESS	GENERAL	DENTAL INSURANCE FOR JANUARY 2016
December 30, 2015	40384	\$991.99	PURCHASE POWER	WATER-SEWER	POSTAGE REFILL 12/10/15
December 30, 2015	40385	\$467.85	R&B COMPANY	WATER	(1) NEOPROPANE METER GASKET 1/16 WATER; (8) 1 AMS CTS INSTXMN LOW READ
December 30, 2015	40386	\$29.69	RAMONS TIRE & AUTO SERVICE	GENERAL	(1) TPMS RUBBER REPLACMENT , WHEEL BALANCE
December 30, 2015	40387	\$59.08	THARP'S FARM SUPPLY	WATER-SEWER	(1) HYDRO. COUPLER (1) HYDRO. COUPLER & (1) HYDRAULIC HOSE
December 30, 2015	40388	\$2,330.43	HOME DEPOT	GENERAL	(4) DOOR STOP (1) DRAIN PIPE, CYCLONE 2200, PUSHBROOM, BOOSTER CABLE, (2) ACTION HOE , SIGN -CODE ENFORCMENT, HUSKY 50CT, DRILL
December 30, 2015	40389	\$75.00	UNITED HEALTH CENTERS	GENERAL	PRE- EMPLOYMENT EXAM - KRYSTAL CORNADO
December 30, 2015	40390	\$31.28	RAMON VACA	GENERAL	MILEAGE REIMBURSEMENT FOR TRAINING 12/4/15
December 30, 2015	40391	\$449.67	VETERINARY MEDICAL CENTER	GENERAL	(10) EUTHANASIA (1) MEDICAL WASTE FEE
December 31, 2015	40392	\$6,600.96	BANKCARD CENTER	GENERAL-SEWER	CREDIT CARD EXPENSES FOR 9/24/15-10/23/15; HOTEL STAY FOR WWTP PROJECT; FOREIGN FEES (REIMBURSABLE)(RE-ISSUED)
December 31, 2015	40393	\$3,500.00	ACQUISITION PARTNERS OF AMERICA, LLC	GENERAL-WATER-SEWER	MONTHLY GRANT CONSULTING FOR JANUARY 2016
December 31, 2015	40394	\$457.62	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT FOR COPY MACHINE AT POLICE DEPARTMENT AND CITY HALL DECEMBER 2015
December 31, 2015	40395	\$87.63	BEST UNIFORM	GENERAL	(1) WATCH CAP, (1) BADGE, (1) L/S SHIRT (C.GALPIN-PD)
December 31, 2015	40396	\$1,750.00	CALIFORNIA CONSULTING	GENERAL	GRANT WRITING SERVICES FOR MLB BASEBALL GRANT (MYR PAID PORTION)
December 31, 2015	40397	\$350.00	COMMUNITY MEDICAL CENTER	GENERAL	(3) LEGAL BLOOD DRAWS FOR NOVEMBER 2015
December 31, 2015	40398	\$739.90	CUMMINS WEST, INC.	WATER	TROUBLESHOOT GENERATOR WATER TREATMENT PLANT - BOOSTER PUMPS
December 31, 2015	40399	\$186.59	GRAINGER INC.	GENERAL	(1) ELECTRIC PEDESTAL HEATER FAN (ANIMAL CONTROL)
December 31, 2015	40400	\$6,000.00	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES	WATER-SEWER	MONTHLY CITY WATER TREATMENT AND WASTEWATER TREATMENT SERVICES FOR JANUARY 2016
December 31, 2015	40401	\$80.92	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	(1) SPRING 2X12 (1) EYEBOLT FOR STREET SWEEPER
December 31, 2015	40402	\$327.99	NISSAN MOTOR ACCEPTANCE CORPORATION	GENERAL-WATER-SEWER	MONTHLY LEASE PAYMENT FOR ALTIMA FOR JANUARY 2016



**CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/28/2015-1/6/2016  
Check #40354-40435**

December 31, 2015	40403	\$1,030.16	OFFICE DEPOT	GENERAL-WATER-SEWER	(1) BROTHER PRINTER, (4) TONER, KLEENEX, DUSTERS, PAPER, CALENDARS, MEMO BOOKS
December 31, 2015	40404	\$5,630.00	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	CITY ENGINEERING RETAINER FOR NOVEMBER 2015, WATER AND SEWER RATE STUDY, REPORT OF WASTE DISCHARGE
December 31, 2015	40405	\$146.09	PYRAMID TIME SYSTEMS	WATER-SEWER	TIME CARDS FOR PUBLIC UTILITIES
December 31, 2015	40406	\$309.84	R.G. EQUIPMENT COMPANY	GENERAL	REPAIR AND REBUILD TORO 74267
December 31, 2015	40407	\$125.00	RED WING SHOE STORE	WATER-SEWER	(1) PAIR BOOTS (M. ARIAS)
December 31, 2015	40408	\$225.05	SAF-T-FLO WATER SERVICES, INC.	WATER	(1) 3/8" PVC SOLUTIONS TUBE REPLACEMENTS
December 31, 2015	40409	\$1,648.93	ERNEST PACKING SOLUTIONS	GENERAL-WATER-SEWER	(6) CAN LINER (5) URINAL SCREEN (3) CLOROX WIPES, TOILET PAPER, CHEM RESIST TRIGGER SPRAY, GLOVES, PINE SOL
December 31, 2015	40410	\$20,485.00	SMECK, ESPARZA & CO.	GENERAL-WATER-SEWER-STREETS	PREPARATION FINANCIAL STATEMENTS, MEASURE C REPORTING
December 31, 2015	40411	\$962.23	BANKCARD CENTER	GENERAL-WATER-SEWER	CITY CREDIT CARD EXPENSES FOR 12/9/2015 THROUGH 12/22/2015: (1) LAPTOP COMPUTER, FLORAL ARRANGEMENT, JACKET
December 31, 2015	40412	\$490.31	TCM INVESTMENTS	GENERAL-WATER-SEWER	LEASE PAYMENT FOR COPY MACHINE AT CITY HALL AND POLICE DEPARTMENT FOR DECEMBER 2015
December 31, 2015	40413	\$3,467.50	TECHNICON ENGINEERING	STREETS	6TH STREET RECONSTRUCTION - SOIL COMPACTION TEST, DRAFTING, COMPRESSIVE SOIL-LIME/CEMENT MIXTURES
December 31, 2015	40414	\$475.00	TECH-MASTER PEST MANAGEMENT	GENERAL-WATER-SEWER	PEST CONTROL SERVICES FOR DECEMBER 2015 - CITY FACILITIES
December 31, 2015	40415	\$272.11	THE GOODYEAR TIRE & RUBBER COMPANY	GENERAL	(2) TIRES - (PD)
December 31, 2015	40416	\$127.01	THOMASON TRACTOR COMPANY	STREETS	(1) FILTER ELE (1) FUEL FILTER (1) OIL FILTER (2) O-RING
December 31, 2015	40417	\$68.08	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	MONTHLY WET/DRY MOPS, TOWEL CLOTHS, RUGS FOR DECEMBER 2015
December 31, 2015	40418	\$516.81	USA BLUEBOOK	WATER	(1) JG UNION TEE 1/2 TUBE, (4) PVD UNION CUTTER, (1) BLADE GASKET CUTTER, (1) GASKET CUTTER, (1) FLEXIBLE PACKING HOOK
December 31, 2015	40419	\$4,027.88	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY & PD CELL PHONES FOR 11/7/2015 THROUGH 12/6/2015 AND EMERGENCY CELL PHONES
December 31, 2015	40420	\$55.80	WECO	GENERAL-WATER-SEWER	(2) ACETYLENE #4 & (4) OXYGEN RENTALS FOR NOVEMBER 2015
December 31, 2015	40421	\$29,305.40	PG&E	GENERAL-WATER-STREETS	CITY-WIDE UTILITIES FOR 11/17/15-12/15/15 ; WATER WELL UTILITIES FOR 11/11/15-12/11/15
January 4, 2016	40422	\$34,500.00	WALNUT CREEK	POLICE IMPACT	PURCHASE 2016 FUSION VIN# 7557 - REIMBURSABLE (PD)
January 4, 2016	40423	\$33,705.00	WALNUT CREEK	POLICE IMPACT	PURCHASE 2016 FUSION VIN# 7680 - REIMBURSABLE (PD)
January 4, 2016	40424	\$33,705.00	WALNUT CREEK	POLICE IMPACT	PURCHASE 2016 FUSION VIN# 0547 - REIMBURSABLE (PD)
January 4, 2015	40425	\$413.30	AT&T MOBILITY	GENERAL	AIRCARDS 11/20/15-12/19/15
January 5, 2016	40426	\$446.97	COLONIAL LIFE	GENERAL	COLONIAL INSURANCE FOR DECEMBER 2015
January 5, 2016	40427	\$157.98	CAPITAL ONE COMMERCIAL	GENERAL-WATER-SEWER	PEDIGREE 55#, FOLGERS, WATER

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 12/28/2015-1/6/2016  
 Check #40354-40435

January 5, 2016	40428	\$69.20	JULIA ALFARO	WATER	MQ CUSTOMER REFUND FOR ALF0037
January 5, 2016	40429	\$105.04	RAUL HERNANDEZ	WATER	MQ CUSTOMER REFUND FOR BAE0010
January 5, 2016	40430	\$67.95	MARIA CONTRERAS	WATER	MQ CUSTOMER REFUND FOR CON0007
January 5, 2016	40431	\$24.27	RODOLFO DIAZ	WATER	MQ CUSTOMER REFUND FOR DIA0015
January 5, 2016	40432	\$80.00	MONICA GUTIERREZ	WATER	MQ CUSTOMER REFUND FOR GUT0034
January 5, 2016	40433	\$11.74	JOSE QUINTEROS	WATER	MQ CUSTOMER REFUND FOR QUI0049
January 5, 2016	40434	\$35.64	WILLIAM SMITH	WATER	MQ CUSTOMER REFUND FOR SMI0009
January 6, 2016	40435	\$1,639.75	DAVID A. FIKE	GENERAL	SPECIAL SERVICES FOR DECEMBER 2015

**\$414,613.91**

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CHARLES W. JOHNSON, DIRECTOR OF ADMINISTRATIVE SERVICES  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** FEDERAL HIGHWAY ADMINISTRATION PROJECT ENGINEER AGREEMENT  
**DATE:** JANUARY 12, 2016

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**ISSUE**

Should the City Council authorize approval for Resolution No. 16-01 allowing the City to enter into the agreement with Provost and Pritchard for Federal Highway Administration funded projects for the fiscal years of 2015 through 2017?

**BACKGROUND**

In a similar fashion as the Community Development Block Grant engineering services agreement, the Federal Highway Administration (FHWA) has issued a requirement that all engineering services for projects that they provide funding for, shall be competitively obtained through agreements that may only last for short durations.

As such, staff issued out a Request for Qualifications, and below are the ranked results:

<b>Rank</b>	<b>Firm Name</b>	<b>Points Achieved</b>
1	Provost and Pritchard	94/100

**RECOMMENDATION**

Staff recommends that the Council approve Resolution No. 16-01 authorizing the City to enter into a professional engineering services agreement with Provost and Pritchard for Federal Highway Administration funded projects, and authorize the City Manager to execute any and all associated agreements and documents.

**FISCAL IMPACT**

None

**PROVOST & PRITCHARD CONSULTING GROUP**  
**STANDARD FEE SCHEDULE**  
**Effective 1/1/2016**  
(hourly rates)

This schedule supersedes previously published fee schedules as of the effective date  
*Multi-year contracts are subject to any subsequent changes in these rates*

	<u>Fee Range</u>
<b><u>ENGINEERING STAFF:</u></b>	
Assistant Engineer	\$ 85.00 - \$105.00
Associate Engineer	\$110.00 - \$130.00
Senior Engineer	\$135.00 - \$165.00
Principal Engineer	\$170.00 - \$195.00
<b><u>SPECIALISTS:</u></b>	
Associate Environmental Specialist	\$107.00 - \$137.00
Senior Environmental Specialist	\$140.00 - \$165.00
Principal Environmental Specialist	\$175.00 - \$200.00
GIS Specialist	\$105.00 - \$130.00
Associate Geologist/Hydrogeologist	\$105.00 - \$130.00
Senior Geologist/Hydrogeologist	\$140.00 - \$170.00
Water Resources Specialist	\$100.00 - \$130.00
<b><u>PLANNING STAFF</u></b>	
Assistant Planner/CEQA-NEPA Specialist	\$ 65.00 - \$ 90.00
Associate Planner/CEQA-NEPA Specialist	\$ 95.00 - \$120.00
Senior Planner/CEQA-NEPA Specialist	\$130.00 - \$155.00
Principal Planner/CEQA-NEPA Specialist	\$160.00 - \$185.00
<b><u>TECHNICAL STAFF:</u></b>	
Assistant Technician	\$ 65.00 - \$ 90.00
Associate Technician	\$ 95.00 - \$110.00
Senior Technician	\$120.00 - \$135.00
<b><u>CONSTRUCTION SERVICES:</u></b>	
Associate Construction Manager	\$105.00 - \$125.00
Senior Construction Manager	\$130.00 - \$145.00
Principal Construction Manager	\$150.00 - \$180.00
Construction Manager Prevailing Wage (1)	\$130.00 - \$150.00
<b><u>SUPPORT STAFF:</u></b>	
Administrative Assistant	\$ 55.00 - \$ 75.00
Project Administrator	\$ 65.00 - \$ 85.00
<b><u>SURVEYING SERVICES:</u></b>	
LSIT Surveyor	\$ 85.00 - \$105.00
Licensed Surveyor	\$115.00 - \$145.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$150.00 \$175.00
2 Man Survey Crew	\$210.00 \$245.00
2 Man Survey Crew including LS	\$245.00 \$255.00
1 Man CORS Survey Crew	\$170.00
2 Man CORS Survey Crew	\$220.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

**EXPERT WITNESS:** As quoted.

**TRAVEL TIME (for greater than 1 hour from employee's base office):** \$75/hr (unless the individual's rate is less)

**PROJECT COSTS:**

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, & Kern Counties, other counties as quoted.



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

## Consultant Services Agreement

<b>Client:</b> City of Mendota	<b>Project No:</b>
<b>Attention:</b> Vince DiMaggio	<b>Telephone:</b> 559-655-3291
<b>Bill to:</b> N/A	<b>Fax:</b> 559-655-4064
<b>Billing Address:</b> 643 Quince Street	<b>Email:</b> Vincedimaggio@cityofmendota.com
<b>City, State, Zip:</b> Mendota, CA 93640	<b>Date Desired:</b> January 12, 2016
<b>Project Title:</b> FHWA Grant Capital Projects FY 2015/16, 2016/17, & 2017/18	<b>Basis of Fee:</b> Fixed Fee
<b>Project Location:</b> To Be Determined; within or proximal to the City of Mendota	

**Description of Services:**  
 See Master Proposal dated January 7, 2016

**Remarks:**  
 Project specific scopes of services, schedules, and fees will be provided with each FHWA funded project.

THE PROVISIONS SET FORTH BELOW AND ON THE REVERSE SIDE HERETO ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT. IN SIGNING, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ AND APPROVED ALL SUCH TERMS AND HIRES ENGINEER TO PERFORM THE ABOVE DESCRIBED SERVICES.

<b>Client:</b> City of Mendota	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
<b>By:</b>	<b>By:</b>
<b>Name/Title:</b>	<b>Name/Title:</b>
<b>Date Signed:</b>	<b>Date Signed:</b>

### Provisions of Agreement

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

#### Scope of Services

1. Consultant makes no warranty, either express or implied, as to any findings, recommendations, plans, specifications, or professional advice provided by Consultant or its subconsultants, except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
4. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign the ALTA survey statement attached to this agreement and incorporated herein by reference.
5. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 7.
6. If the scope of services requires Consultant to estimate quantities, areas and/or volumes for construction, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry and will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
7. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract. Examples of such additional services include, but are not limited to:
  - Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this agreement.
  - The cost of restaking in the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant.
  - Clarifications, adjustments, modifications and other changes due to field and other conditions that change by the time project construction occurs.
  - The costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
  - All of the costs of preparation, examination and filing of Record of Survey or Corner Record.
  - Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies.
  - Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant.

#### Construction Services

8. If the scope of services contained in this agreement does not include construction phase services for this project, Client acknowledges such construction phase services will be provided by Client or by others and 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 sole negligence or willful misconduct of Consultant.

9. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors 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 their employees or subcontractors 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.
10. 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, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
11. 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 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.
12. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
23. Client agrees that all billings from Consultant to Client are 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 paragraph 21.
24. 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. In the event of a dispute over any billing or portion of billing, Client agrees to pay Consultant the late payment charge on disputed amounts subsequently settled in favor of Consultant.
25. 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, and a commensurate percentage increase shall be applied to all remaining compensation due under fixed fee contracts.
26. 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.
27. 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.

## Documents

13. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
14. Client agrees not to reuse electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard-copy construction documents shall govern.
15. Client agrees not to use or permit any other person to use versions of plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant 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 plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described by this agreement. If signed check prints are required by a reviewing agency to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
16. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by consultant, or (2) Client agrees to, authorizes, or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subcontractors from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.

## Limitations

17. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and 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.
18. Client acknowledges that, unless specifically stated to the contrary in the project 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.
19. Client agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subcontractors from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant. Nothing contained in this agreement should be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, or person who arranges for disposal, transport, storage or treatment of hazardous materials within the meaning of any governmental statute, regulation or order.
20. Client agrees to limit the liability of Consultant, its principals, employees and subcontractors, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater.

## Financial

21. 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 thirty (30) 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. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses. 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 acknowledges and 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.
22. 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. 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.

## Other

28. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
29. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
30. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
31. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
32. 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.
33. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
34. This agreement shall be governed by and construed in accordance with the laws of the State of California.
35. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to 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 paragraph 7. 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 paragraph 7.
36. 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 compliance with the applicable provisions of the United States Bankruptcy Code and in accordance with final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.
37. 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 present 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.
38. 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.
39. Consultant and Client 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 paragraph 35 except for termination expenses provided for in said paragraph 35.

January 7, 2016

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

**RE: Master Proposal for Engineering Services for Federal Highway Administration Grant Capital Projects for Fiscal Years 2015/2016, 2016/2017, and 2017/2018 for the City of Mendota, California**

Dear Mr. DiMaggio:

Thank you for the opportunity to submit this proposal to provide engineering, land surveying, environmental compliance, and construction administration services for upcoming Federal Highway Administration (FHWA) funded street improvement projects. This proposal provides a generally recommended scope of services for future street improvement projects. A more concise project specific scope of services, together with associated fees, deliverables and approximate schedules, will be provided separately for each FHWA funded street improvement project. This proposal sets forth our assumptions and discusses other services that may be of interest as projects arise.

## Project Understanding

Provost & Pritchard Consulting Group has designed a broad range of transportation projects for public and private clients throughout California's central valley. From local roadways to freeways, landscaped urban streets to rural highways, our team of surveyors, planners and engineers strive to provide creative solutions while respecting all pertinent design standards. Street design services include: arterial streets, collector streets, local streets, parking lots, bridges, signals, landscaping, landscape irrigation, signing/stripping, surveying, and construction administration.

## Scope of Services

The following is a brief outline of the typical Scope of Services Provost & Pritchard would anticipate being part of a FHWA funded street construction project, segregated into several phases, described below.

### Phase PE: Preparation of Plans, Specifications and Estimate

Preliminary Engineering includes project initiation, conceptual and preliminary design, and related work preparatory to the advancement of a project to physical construction.

- Prepare preliminary design for approval by City Council, as necessary.

- Assistance with environmental clearance, which may include:
  - Coordination with Caltrans and/or Fresno County for funding passing through one or both of those agencies;
  - Preparation of CEQA compliance documents as CEQA lead agency;
  - Preparation of NEPA compliance documents.
- Design Survey, including topographic and limited boundary survey for the proposed improvements.
- Utility Research to determine potential conflicts between new and existing utilities.
- Coordination of City's retention of a Geotechnical Engineer including determination of appropriate scope of work and compensation. Geotechnical Engineer to be hired directly by the City, not under this contract.
- Establishment of street centerline(s).
- Preparation of survey base maps for use in preparation of construction plans.
- Design of street and drainage improvements, including pavement, striping, curb, gutter, sidewalk, curb ramps, traffic signals, pedestrian crossings, drive approaches, and storm drain improvements for the streets included in the project.
- Preparation of plans, specifications and engineer's opinion of probable construction cost (PS&E). Plans will typically be single-window plan-and profile, at a scale of 1"=20' to allow for adequate illustration of detail.
- We anticipate one preliminary submittal to the City for review when PS&E are approximately 50% complete. This will ensure that we are proceeding in accordance with the City's direction and approved preliminary design, as applicable.
- A 95% submittal will be made to the City, and to Caltrans and, Fresno County as required for work in their respective rights-of-way. The comments received from these reviewing agencies will be incorporated into the PS&E to create 100% documents and obtain approval. Once approval is obtained from the reviewing agencies, we will consider the plans ready for advertising for bids.
- Preparation of Caltrans E76 documentation and appropriate record keeping for COG and Caltrans.
- Prepare bid package for advertisement. Bid package would include plans, specifications and contract documents, including all necessary forms to be submitted at time of bid opening.
- Attendance at the pre-bid meeting and job walk.
- Prepare any necessary addenda during the bid time resulting from bidder questions.
- Attend and run the bid opening, to be held at the City of Mendota.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to the City Council, prepare letters recommending award for City Council and Caltrans, prepare Notice of Award to successful bidder.



## Phase CE: Construction Engineering

Construction Engineering includes the monitoring of construction activities, additional staking functions considered necessary for effective geometric location of the construction operations, checking shop drawings and materials submittals, and measurements needed for the preparation of progress pay estimates.

### 1. Construction administration and observation activities include:

- Act as the City's primary point of contact with contractor
- Help assure Contractor issues necessary public notices to residents
- Review contract documents submitted by the Contractor prior to construction.
- Prepare a Notice to Proceed for approval and issuance by City of Mendota.
- Prepare Conformed Contract Documents for City and Contractor
- Meetings with contractor (includes the pre-construction meeting).
- Submittal review and processing
- RFI review and processing
- Construction schedule review and processing
  - Actual progress vs. planned progress schedule monitoring and reporting
- Construction Observation
  - Review of the contractor and subcontractors' work for general compliance with Contract Documents on a daily or mutually agreeable basis
  - Communication with the Contractor and subcontractors regarding acceptability of work product
  - Monitoring of corrective action taken by the Contractor needed to fix work that is not in compliance with contract documents
  - Review of the Contractor's compliance with regulatory permits and mitigation measures
- Construction Observation Reports and Photos
  - Keep field diaries that include: *report number, date, weather conditions, low and high temperatures, shift hours, location and description of operations, and labor and equipment documentation and durations.*
  - Take digital photos of work in progress
  - Coordinate geotechnical consultant's work and include their activity summaries in field diary
- Change order review and comments
  - Prepare draft Contract Change Orders, if necessary, for review by the City and the Contractor
  - Investigation of site conditions claimed to differ from those described in the Contract Documents
- Progress payment application review and processing
- Project closeout activities include:
  - Participate in walk-through of project at Substantial Completion
  - Prepare and submit final punch list and project closeout checklist to the City and Contractor
    - Monitor and update final punch list and project closeout checklist, and provide updated copies to the City and Contractor
    - Make recommendations to the City when all items have been completed in conformance with contract documents

- Prepare final record drawings and contract documents based on information received from Contractor and as recorded during construction
  - Final Contractor payment application review and processing
  - Assist City with applications for funding agency payments
2. Engineering support services activities include:
- Periodic site visits by the resident engineer for items of work listed under the above referenced “Construction administration and observation activities”, such as clarifications of the construction documents and addressing Contractor requests for information throughout the duration of the project as required in a timely manner.
3. Administrative support services include:
- Project setup, paper and electronic filing, invoicing, assistance with reimbursement claims, assistance with the City’s labor compliance efforts, and completing and submitting required documentation to satisfy the funding agreement requirements.

Fees will be determined on a project-by-project basis.

## Schedule

A schedule will be provided with each project specific proposal.

## Assumptions

- Items to be provided by the Client:
  - a. Soils Report with R-values of subgrade, core samples of existing pavement structural sections, pavement design recommendations, and other information as may be determined necessary for particular projects
  - b. Testing of materials incorporated into construction contract.
- Plans will be prepared in compliance with City of Mendota and Caltrans standards, but will not employ Caltrans drafting standards or plan layouts.
- Caltrans and Fresno County will be the only potential reviewing and approving agencies other than the City of Mendota.
- Most projects will qualify for a waiver from the Water Board; should a Storm Water Pollution Prevention Plan be required, preparation and filing for coverage under the Construction General Permit will be made the responsibility of the contractor.
- Contractor will be required to prepare Dust Control Plans, as required by the SJVAPCD.
- City will provide Labor Compliance services.
- The Contractor will be required to obtain all permits discussed in the Contract Documents and pay all fees associated with said permits.
- The Contractor will prepare and submit necessary traffic control plans to the City and obtain approval prior to the start of construction.

- Wages paid for field services shall be based on the State prevailing wage, or Davis Bacon wage rates; whichever is greater.

### Additional Services

The following services are not typically included in street projects, however these and others can be provided as required, upon request.

- Coordination of the necessary undergrounding of existing aerial utility lines. This construction work shall be done by others.
- Design of storm drainage facilities including inlets, underground piping, and basins.
- Preparation and processing of Indirect Source Rule application with SJVAPCD.
- Boundary survey or Right-of-Way establishment.
- Acquisition of Right of Way, real property, or rights thereto. It also includes the preparation of Right of Way plans, making economic studies and other related preliminary work, appraisal for parcel acquisition, review of appraisals, preparation for and trial of condemnation cases, management of properties acquired, furnishing of relocation advisory assistance, utility relocation, and other related services.

### Terms & Conditions

In order to convey a clear understanding of our mutual responsibilities under this proposal, the attached Consultant Services Agreement is made a part of this proposal. If this proposal is acceptable, please sign below and on the Consultant Services Agreement, and return a copy of each to our office.

Respectfully,  
Provost & Pritchard Consulting Group

  
\_\_\_\_\_  
David McGlasson, RCE 38482, PLS 6968  
Principal-in-Charge

  
\_\_\_\_\_  
Michael Osborn, RCE 66022  
Project Engineer

### Terms & Conditions Accepted

By Vince DiMaggio

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Title Date

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY AND PROVOST AND PRITCHARD  
FOR FHWA PROJECTS FOR THE FISCAL YEARS OF  
2015/2016, 2016/2017, AND 2017/2018**

**RESOLUTION NO. 16-01**

**WHEREAS**, on October 27, 2015 the Mendota City Council authorized and approved Resolution No. 15-73 for City staff to issue a Request for Qualifications (RFQ) for professional engineering services for Federal Highway Administration (FHWA) funded projects for fiscal years of 2015/2016, 2016/2017, 2017/2018; and

**WHEREAS**, on November 4, 2015 through November 25, 2015, City staff published a Request for Qualifications for firms to provide such services in the Firebaugh Mendota Journal, a newspaper of general circulation; and

**WHEREAS**, by the deadline of November 30<sup>th</sup> one firm, Provost and Pritchard Consulting Group ("P&P), had submitted a qualified response to the RFQ for staff consideration; and

**WHEREAS**, P&P was recommended by staff to perform engineering services for FHWA funded projects for the City, as the most qualified for the requested services; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Mendota approves and authorizes the City to enter into a professional engineering services agreement with Provost and Pritchard.

\_\_\_\_\_  
Robert Silva, 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 12th day of January, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MATT FLOOD, PLANNING & ECONOMIC DEVELOPMENT MANAGER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** CODE ENFORCEMENT REPORT FOR DECEMBER 2015  
**DATE:** JANUARY 12, 2016

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In the month of December Code Enforcement continued to focus on securing abandoned or otherwise vulnerable property and encouraging residents to improve the cleanliness and aesthetics of their properties.

We continue to work with the Police Department and other agencies, specifically the Sheriff's Department and the railroad company, in order to advise them of any illegal or detrimental activity happening outside the jurisdiction of the City of Mendota.

Other foci for the month have revolved around having open containers in public, especially in parks, providing written warnings for residents to fix fences that are not in compliance with the Mendota Municipal Code, and hanging their clothes to dry in inappropriate places. One of the fence cases was Burger King, and a representative recently came to City Hall to inform staff that they will be providing a temporary fix to the chain link fence on the southwestern border of their property, with the plan to replace it with a block wall in the near future. We appreciate cooperation and action of this type, mainly due to the fact that the divide between residential and business zones in that area make such a measure appropriate and desirable.

In January and February, Code Enforcement will be sending out courtesy notices to properties that are vacant or have otherwise been problematic for weed abatement in the past, asking them to please take the appropriate measures to clean their properties. The principal aim is to minimize the amount of properties that pose a risk and are aesthetically detrimental to the community when the rain stops and weeds start to dry up.

Attached is the monthly update on citations and written warnings given out during the month of December.

Address	Type of Case	1st Notice	2nd Notice	Deadline	Status
654 LOZANO ST	NO HANDICAP SIGN VISIBLE	12/1/2015	N/A	N/A	CITED
220 MCCABE AVE	NO RV, BOAT, TRAILER	12/1/2015	N/A	PENDING	PENDING
101 SORENSEN AVE	NO RV, BOAT, TRAILER	12/1/2015	N/A	PENDING	PENDING
2018 CARDELLA ST	NO RV, BOAT, TRAILER	12/1/2015	N/A	PENDING	PENDING
1554 10TH ST FIREBAUGH CA	VEHICLE ABATEMENT	12/3/2015	N/A	N/A	CLEARED
654 LOZANO ST APT 1003	NO HANDICAP SIGN VISIBLE	12/3/2015	N/A	N/A	CITED
730 STAMOULES ST	EXPIRED TAGS	12/4/2015	N/A	N/A	CITED
210 GREGG COURT N	VEHICLE ABATEMENT	12/4/2015	N/A	12/14/2015	CLEARED
210 GREGG COURTN	VEHICLE ABATEMENT	12/4/2015	N/A	12/14/2015	CLEARED
270 SAN PEDRO ST	PARKED ON LAWN	12/5/2015	N/A	N/A	CITED
ALLEYWAY OF FLEMING & ROWE	PARKED IN ALLEY	12/5/2015	N/A	N/A	CITED
596 SIXTH ST	EXPIRED TAGS	12/5/2015	N/A	N/A	CITED
255 GREGG CT S	PARKED ON LAWN	12/5/2015	N/A	N/A	CITED
800 GARCIA ST	PARKED ON RED ZONE	12/7/2015	N/A	N/A	CITED
8TH & QUINCE ST	72 HOUR VEHICLE NOTICE	12/8/2015	N/A	12/11/2015	CLEARED
1018 PUCHEU ST	UNLAWFUL TO HANG OR DRY CLOTHES	12/8/2015	N/A	N/A	WRITTEN WARNING
ALLEYWAY 4TH & QUINCE ST	ILLEGAL DUMPING	12/8/2015	N/A	N/A	PENDING
ALLEYWAY QUINCE & 8th ST	PARKED IN ALLEYWAY	12/8/2015	N/A	N/A	CITED
800 GARCIA ST	PARKED IN FIRE LANE	12/8/2015	N/A	N/A	CITED
949 PUCHEU ST	UNLAWFUL TO HANG OR DRY CLOTHES	12/8/2015	N/A	N/A	WRITTEN WARNING
PO BOX 1410 MENDOTA CA	PARKED IN ALLEY WAY	12/8/2015	N/A	N/A	CITED
260 TUFT APT D	PARKED IN ALLEY WAY	12/8/2015	N/A	N/A	CITED
276 L ST	NO HANDICAP SIGN VISIBLE	12/9/2015	N/A	N/A	CITED
950 2ND ST	PARKED ON FIRE LANE	12/9/2015	N/A	N/A	CITED
1000 2ND ST APT 27	EXPIRED TAGS	12/9/2015	N/A	N/A	CITED
401 SABLAN ST FIREBAUGH CA	PARKED BY FIRE HYDRANT	12/9/2015	N/A	N/A	CITED
285 MARIE ST	NO HANDICAP SIGN VISIBLE	12/9/2015	N/A	N/A	CITED
436 OLLER ST	ILLEGAL TRUCK PARKING	12/10/2015	N/A	N/A	CITED
860 S KATE ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING
755 LOLITA ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING
700 S KATE ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING
730 S KATE ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING
812 S KATE ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING

617 LOLITA ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING
625 LOLITA ST	IMPROPER FENCING	12/11/2015	N/A	N/A	WRITTEN WARNING
1240 7TH ST	PUBLIC NUISANCE	12/11/2015	N/A	1/1/2016	CLEARED
280 BLACK AVE	WATER CONSERVATION	12/11/2015	N/A	N/A	CITED
102 SORENSEN AVE	72 HOUR VEHICLE NOTICE	12/11/2015	N/A	12/14/2015	CLEARED
536 STAMOULES ST	VEHICLE ABATEMENT	12/12/2015	N/A	12/21/2015	CLEARED
431 OXNARD ST	UNLAWFUL TO HANG OR DRY CLOTHES	12/13/2015	N/A	N/A	CITED
425 PUCHEU ST	WATER CONSERVATION	12/13/2015	N/A	N/A	CITED
672 NAPLES ST	ILLEGAL DUMPING	12/14/2015	N/A	N/A	CITED
619 JUANITA ST	PARKED 18" FROM CURB	12/15/2015	N/A	N/A	CITED
325 RIOS ST	PARKED ON RED ZONE	12/15/2015	N/A	N/A	CITED
861 MINNEWAWA AVE, CLOVIS	PARKED ON SIDEWALK	12/16/2015	N/A	N/A	CITED
601 CARDELLA FIREBAUGH CA	VEHICLE ABATEMENT	12/16/2015	N/A	12/26/2015	CLEARED
211 MCCABE AVE	VEHICLE ABATEMENT	12/16/2015	N/A	12/26/2015	CLEARED
1240 7TH ST	IMPROPER FENCING	12/16/2015	N/A	N/A	WRITTEN WARNING
P.O 3223 CLEARWATER BEACH	NO BUISNESS LISENCE ( VISTA ENERGY)	12/17/2015	N/A	N/A	CITED
560 DIVISEDERO ST	NO BUISNESS LISENCE	12/17/2015	N/A	N/A	CITED
951 RIO FRIO CIRCLE	PUBLIC NUISANCE	12/17/2015	N/A	12/27/2015	CLEARED
1908 7TH ST	SCAVENGING	12/17/2015	N/A	N/A	CITED
951 RIO FRIO CIRCLE	72 HOUR VEHICLE NOTICE	12/17/2018	N/A	12/20/2015	CLEARED
654 LOZANO APT 804	EXPIRED TAGS/REGISTRATION	12/17/2015	N/A	N/A	CITED
800 GARCIA APT 307	NO HANDICAP SIGN VISIBLE	12/17/2015	N/A	N/A	CITED
546 LITTLE PANOCHÉ RD	NO PARKING IN RED ZONE	12/17/2015	N/A	N/A	CITED
560 DIVISEDERO ST	PUBLIC NUISANCE	12/18/2015	N/A	1/8/2015	PENDING
1106 ELEVENTH ST	VEHICLE ABATEMENT	12/18/2015	N/A	12/28/2015	CLEARED
1740 NINTH ST	PARKED ON LAWN	12/18/2015	N/A	N/A	CITED
623 LOZANO ST	PARKED ON LAWN	12/19/2015	N/A	N/A	CITED
240 MCCABE AVE	IMPROPER FENCING	12/20/2015	N/A	N/A	WRITTEN WARNING
902 RIOFRIO CR	STEALING CITY WATER	12/20/2015	N/A	N/A	CITED/ PD REPORT
918 RIOFRIO CR	72 HOUR VEHICLE NOTICE	12/21/2015	N/A	N/A	CLEARED
1509 THIRD ST	ILLEGAL TRUCK PARKING	12/21/2015	N/A	N/A	CITED
VETERANS PARK	ALCHOLIC BEVERAGE IN PARK	12/21/2015	N/A	N/A	CITED
VTERANS PARK	ALCHOLIC BEVERAGE IN PARK	12/21/2015	N/A	N/A	CITED
629 LOZANO ST	PARKED ON LAWN	12/22/2015	N/A	N/A	CITED

655 LOZANO ST	WATER CONSERVATION	12/22/2015	N/A	N/A	WRITTEN WARNING
342 J ST	PARKED OVER 18" FROM CURB	12/22/2015	N/A	N/A	CITED
800 GARCIA ST	NO HANDICAP SIGN VISIBLE	12/23/2015	N/A	N/A	CITED
555 J ST	ILLEGAL TRUCK PARKING	12/23/2015	N/A	N/A	CITED
555 RIO FRIO ST	DRINKING ALCOHOL IN PUBLIC	12/23/2015	N/A	N/A	CITED
450 E 9TH ST, GILROY CA	ILLEGAL TRUCK PARKING	12/23/2015	N/A	N/A	CITED
624 QUINCE ST	DRINKING ALCOHOL IN PUBLIC	12/24/2015	N/A	N/A	CITED
643 RIO FRIO ST	DRINKING ALCOHOL IN PUBLIC	12/24/2015	N/A	N/A	CITED
643 RIO FRIO ST	DRINKING ALCOHOL IN PUBLIC	12/24/2015	N/A	N/A	CITED
484 QUINCE ST	SCAVENGING	12/24/2015	N/A	N/A	CITED
654 LOZANO APT 1008	PARKED ON RED ZONE	12/26/2015	N/A	N/A	CITED
676 SORENSON ST	VEHICLE ABATEMENT	12/28/2015	N/A	N/A	CLEARED
1817 NINTH ST	ILLEGAL TRUCK PARKING	12/28/2015	N/A	N/A	CITED
691 INEZ ST	PROHIBITED ROOSTERS/CHICKENS	12/28/2015	N/A	N/A	CITED
643 LOLITA ST	PARKED ON LAWN	12/29/2015	N/A	N/A	CITED
800 GARCIA ST	72 HOUR VEHICLE NOTICE	12/29/2015	N/A	N/A	CLEARED
601 DE LA CRUZ ST	72 HOUR VEHICLE NOTICE	12/29/2015	N/A	N/A	CLEARED
1942 W COURTLAND, FRESNO	PARKED IN RED ZONE	12/29/2015	N/A	N/A	CITED
800 GARCIA ST	IMPROPER FENCING	12/29/2015	N/A	N/A	CLEARED
P.O 1696 MENDOTA CA	EXPIRED TAGS/REGISTRATION	12/29/2015	N/A	N/A	CITED
2431 SARAH ST, FRESNO CA	NO BUISNESS LISCENCE	12/30/2015	N/A	N/A	CITED
655 LOZANO ST	WATER CONSERVATION	12/31/2015	N/A	N/A	CITED
281 HOLMES ST	NO RV, BOAT, TRAILER	12/31/2015	N/A	N/A	WRITTEN WARNING





# Mendota Police Department Memorandum

**Date:** January 4, 2016  
**To:** Vince DiMaggio, City Manager  
Mendota City Council Members  
**From:** Gregg L. Andreotti, Chief of Police  
**Subject:** Monthly Report for December 2015

## **Significant Cases:**

Report of a stolen vehicle from San Pedro Street. Suspect unknown.

Subject check at 7<sup>th</sup> and Rio Frio. Intoxicated person urinating in public. He was arrested, cited and released to a sober family member.

Subject check on Rio Frio. He was found to have an active warrant for his arrest. He was arrested, cited and released.

Disturbance at residence on Tuft Street. Suspect hit victim and has prior arrests for the same offence. He was contacted and arrested. He was found to have outstanding warrants for his arrest and was on probation for a prior assault. He was transported to Jail.

Trespasser located at condemned bungalows on Oller Street where numerous No Trespassing signs are posted. He was arrested, cited and released.

Theft of surveillance camera from local park building. No recognizable image on video. Suspect unknown.

Burglary from residence on Sorensen. Entry made by prying sliding glass door with possible screw driver. Watch and alcohol stolen. Suspect unknown.

Report of stolen vehicle from Blanco Street. Suspect unknown.

An Officer was contacted at Marie and 9<sup>th</sup> by a female wearing handcuffs. It was discovered a friend placed them on her in fun. It was also discovered she had outstanding warrant for her arrest, so the friend was actually helping us out. The handcuffs were removed and she was cited and released.

Suspicious death on Quince Street. Family of a deceased female contacted police in regards to the reported Hospice death of their family member. Officers looked into the death and discovered numerous suspicious circumstances. The case was turned over to Fresno Sheriff's Homicide detectives for further investigation.

Subject check at 7<sup>th</sup> and Marie discovered the person had active warrants for his arrest. He was cited and released.

Subject check at 6<sup>th</sup> and Lolita Streets. The female reported she had just moved to Mendota from Fresno. She was FI'ed for information.

Report of a stolen vehicle from Garcia Street. Suspect unknown.

Attempt auto theft from Marie Street. Victim parked his vehicle on Marie Street and then got into his semi-truck to begin work. Unknown subject contacted victim and demanded the keys to his parked vehicle. Victim refused and the suspect again demanded the keys. Victim again refuses so suspect leaves on foot. No weapon or threat of violence and the suspect is unknown.

Subject check on Guillan Parkway within the No Trespassing area. After contact and directions are given to the subject he flees running east towards the railroad tracks. Foot pursuit takes place and additional officers respond. The subject is arrested and found to have active warrants for his arrest. He was also found to have checks and ID in other names in his backpack. Investigation is ongoing.

Subject check by Belmont and 9<sup>th</sup> discovered a meth pipe in the person's possession. He was arrested, cited and released.

Recovered stolen vehicle at DMV. Employee reported a person was trying to register a stolen vehicle from Oakland CA. The investigation revealed the buyer believed he legitimately purchased the vehicle in Hayward, but had received false documentation. The vehicle was recovered. Both Oakland and Hayward Police advised.

Burglary to residence on Lolita Street. Gold jewelry noticed missing from bedroom. Drug user relative is believed to be the suspect. Investigation is ongoing.

Narcotics were found by an employee in local food store. The narcotics were booked for destruction.

Vehicle check by Marie and 6<sup>th</sup> Street. A meth pipe was located in the vehicle. The occupant was arrested, cited and released.

Report of a fight on Naples Street. Victim was hit by her neighbor for no apparent reason. Investigation discovered the suspect has a history of mental illness. The suspect was contacted and transported to CRMC by EMS for evaluation.

Burglary on Blanco Street. Entry was via a bathroom screen door during the daytime. Electronics, imitation gold jewelry and coins were stolen. Suspect unknown.

Report of load music from vehicle on Oller Street. Officers contacted three persons with open containers of alcohol in the vehicle. One was a parolee and another attempted to hide methamphetamine. The one was arrested for the drugs and transported to Jail. The others were cited and released.

Report of identity theft. Victim had an unemployment credit account opened in his name. EED handling investigation.

Vehicle stop on Oller Street. Driver found to be intoxicated and arrested for DUI. He was transported to Jail.

Subject check on Rio Frio. He was found in possession of a meth pipe. He was arrested, cited and released.

Vehicle stop on a subject who was selling perfume. He was passing through the city on his way to San Francisco. He was FI'ed for information.

Subject check on 7<sup>th</sup> and Quince. He was found to have active warrants for his arrest. He was arrested and transported to Jail.

Report of subject being attacked. Intoxicated victim reported three subjects attacked him on 7<sup>th</sup> Street. He was not robbed and could not identify the suspects. He was transported to CRMC for treatment.

Vehicle stop by 9<sup>th</sup> and Oller. Driver was found to have outstanding warrants. He was cited and released.

Vehicle stop by Bass and Barbosa resulted in the discovery of a wanted subject in the vehicle. He was arrested, cited and released.

Report of an armed robbery at a business on Oller Street. Subject with possible weapon entered store and demanded money and the clerk's cell phone. Clerk gave him money and cell phone and he left on foot. Surveillance video recorder memory was full so no images were saved. Cell phone was not able to be tracked. Suspect unknown.

Subject check at 5<sup>th</sup> and Rio Frio revealed an active warrant for the subject. She was arrested and transported to Jail.

Subject check at Derrick and 6<sup>th</sup>. He was FI'ed for information.

Found child by 2<sup>nd</sup> and I Streets. Officers recognized the child from a previous found child call and returned him to his parents, who were not aware he was missing. CPS was notified for follow up.

Report of a stolen vehicle from Kate Street. Victim located the vehicle a few blocks away and recovered it. Registration and CD player were stolen. Suspect is unknown.

Arrest warrant service on Quince Street. Officers contacted a subject at their address and served an arrest warrant. She was transported to Jail.

Vehicle stop on Derrick and Tuft Streets located over one-half pound of marijuana, scales, packaging material, two cell phones and approx. \$700 in cash. The driver was arrested for possession for sale and transported to Jail. A search warrant was also served.

Subject check on Quince Street. The subject tossed a meth pipe as officers approached. He was subsequently arrested and transported to Jail.

Vehicle stop on Derrick and Smoot revealed an outstanding warrant for the driver. He was arrested and transported to Jail.

Report of package theft from residence. Victim reported a package delivered to her residence by UPS was stolen by unknown suspects.

Subject check at 7<sup>th</sup> and Oller discovered a meth pipe. He was arrested, cited and released.

Subject check on known parolee at 2<sup>nd</sup> and Marie. Officer discovers an outstanding warrant on the parolee and prior to arrest he flees. Officers give chase, but parolee gets away. Parole agent notified and Parole Violation is authorized.

Elder abuse. Suspect hit victim several times. Suspect was located in the area with Methamphetamine in his possession. He was arrested and found to be on parole. He was transported to Jail and his parole was violated.

Vehicle stop at 3<sup>rd</sup> and Oller discovered the driver has an outstanding warrant. She was cited and released.

Report of a vehicle stuck in a muddy field by Juanita Street. Officers located the vehicle with front end damage from striking the curb prior to entering the field. The owner of the vehicle was contacted walking from the car and officers were able to place him in the vehicle prior to walking away. He was found to be intoxicated and arrested for DUI. He was transported to Jail.

Report of unknown and unwanted subject on the porch of a residence on Puchue. Officers contacted an intoxicated subject sleeping on the porch. He was arrested and transported to Jail.

Vehicle stop on Naples and 9<sup>th</sup> discovered the driver was intoxicated. He was arrested for DUI and transported to Jail.

Subject check of two at Rio Frio and 7<sup>th</sup>. One subject threw a meth pipe into a puddle of water as officers approached. He was arrested, cited and released. The other was eventually released to EMS for transportation to CRMC for evaluation.

Vehicle stop at Perez and Barboza discovered an active warrant for the driver's arrest. He was arrested, cited and released.

Report of a possible DUI driver on Oller Street. Officers located the vehicle and contacted the driver who was found to be intoxicated. He was arrested, transported to CRMC for a blood draw and then booked into Jail.

Attempt burglary. A citizen reported a suspicious person attempting to break into a neighbor's vehicle. He was contacted by officer and subsequently arrested for attempted burglary. He was transported to Jail.

Subject check on Lozano Street discovered a warrant for his arrest. He was arrested and transported to Jail.

Report of trespassing at the condemned bungalows on Oller Street. Officers located a subject inside one of the units. He was arrested for trespassing, cited and released.

Report of a wanted person at a residence on Rio Frio. Officers located the subject who was at the location in violation of a restraining order and wanted on outstanding warrants. He was arrested transported to Jail.

Non-injury traffic collision at Lozano and Hernandez Streets. Major damage to both vehicles.

Subject check at Derrick and McCabe discovered a meth pipe in his possession. He was arrested, cited and released.

Subject check at fifth and Lolita Street discovered an outstanding warrant. He was arrested and transported to Jail.

Hit and run at Mendota Elementary School. Victim reported her vehicle was struck while parked in the parking lot and the suspect was witnessed driving away. Suspect was identified, contacted, cited and released.

Officers assisted the Sheriff's Office and allied agencies with the service of a search warrant on Rios Street.

Report of attempt auto theft on 5<sup>th</sup> Street. Victim sees known suspect in his vehicle attempting to start it. Suspect flees prior to officers arriving. Suspect known and is outstanding.

Vehicle burglary on Quince Street. Window smash entry with electronics, clothing and victim's wallet stolen. Suspect unknown.

Disturbance at residence on 4<sup>th</sup> Street. Officers located victim in yard with injuries. Known suspects in residence and make threats to victim if she reports crime. Home open to search due to probation conditions. Suspects resist officer's entry. Entry is eventually made and one suspect is arrested and subsequently transported to Jail. Second known suspect flees prior to officer contact and is outstanding.

Traffic Collision on school property along Bass. Driver ran into a metal gate he did not notice blocking a driveway. He was issued a citation.

Report of a theft of a utility trailer by Derrick and Belmont. Suspect unknown.

Vehicle stop on Bass Avenue revealed the driver to be intoxicated. He was arrested for DUI, cited and turned over to a sober relative.

Disturbance at local mini mart on Oller. Clerk reported a physically injured and scared victim. Officers determined victim was injured at a location away from the mini mart. Officers contacted and arrested the suspect. He was transported to Jail.

Theft from vehicle on De LA Cruz. Victim noticed an electronic CD music player was missing from his vehicle. Suspect unknown.

Verbal disturbance on Quince. Three intoxicated subjects were contacted by officers and all were uncooperative and unable to care for themselves. All were arrested, one also had outstanding warrants, and transported to Jail.

Hit and run at Puchue and 6<sup>th</sup>. Suspect hit a parked car and then fled. Witness knew suspect and reported info to officers. Officers located the suspect and his vehicle, but victim did not want to pursue charges.

Subject check of person lying on the ground. He was found to be intoxicated and unable to care for himself. He was arrested and transported to Jail.

Vehicle stop of unlicensed driver. Methamphetamine located in the vehicle. He was arrested, cited and released.

Vehicle stop at Derrick and McCabe found to the driver to be intoxicated. He was arrested for DUI and transported to Jail.

Subject check at Marie and 9<sup>th</sup>. He was found to have an active arrest warrant. He was issued a citation and released.

Three tires slashed on vehicle on 7<sup>th</sup> Street. Victim reported incident and that the suspect is unknown.

Hit and run on Gregg Court. Victim reported he noticed minor damage to his parked vehicle. Suspect unknown.

Subject check at Stamoules and 7<sup>th</sup>. Active arrest warrants were located and confirmed. He was cited and released.

Sports coach assaulted at local school. Parent of athlete disputed a coaching decision and pushed him. Investigation is ongoing.

Theft of water from residence on Rio Frio. Suspect rigged a device to extract water from a line that had the meter removed. Investigation is ongoing.

Threats made to clerk at local store. Suspect known and contacted by officers. He was arrested and transported to Jail.

Home Invasion robbery on 8<sup>th</sup> Street. Unknown suspect forced entry into residence and confronter owner in bed. Suspect hits owner and demands money. Money stolen from bedroom and then suspect flees. Investigation is ongoing.

Subject check revealed an active warrant. He was arrested, cited and released.

Assist to Cal-Fire with road closure on 7<sup>th</sup> Street in regards to a structure fire at a local business.

Subject check of person of interest in two crimes. He was FI'ed for information. Follow-up investigation is ongoing.

Subject check at Oller and 9<sup>th</sup> revealed an outstanding warrant. She was arrested, cited and released.

Subject check at Stamoules and 7<sup>th</sup> discovered active arrest warrants. He was arrested, cited and released.

Local citizen turned himself in at the PD. He was found to have active warrants for his arrest. He was cited and released.

Report of person hurting herself. Officers had to force entry to residence to make contact. Officers discovered she had hurt herself. She was treated by EMS who subsequently transported to her to CRMC for treatment and evaluation.

Subject check on J Street discovered outstanding warrants. He was arrested and transported to Jail.

Shots fired call at 7<sup>th</sup> and Lolita involving two subjects. Two subjects contacted. No weapon located. One subject was arrested on outstanding warrants the other for possession of fraudulent checks. Both were transported to Jail.

Officers responded to 5<sup>th</sup> street regarding the theft of a vehicle. Later officers are notified of the stolen vehicle's location. A pursuit ensues. The suspect crashes into parked cars and eventually runs from officers. He resists arrest, but is taken into custody. The suspect was recently arrested and booked for auto theft. He was transported to JJC.

Theft of a disabled placard from a vehicle on Oller.

Disturbance at a local church results in vandalism to PA system. Officers contact the suspect who lies about his identity. He is arrested, identified and transported to jail.

Intoxicated subject making derogatory statements to females at local mini mart on Oller. He is contacted, arrested, cited and released to a sober adult.

Vehicle stop at 6<sup>th</sup> and Rio Frio resulted in the arrest of an intoxicated driver for DUI. He was cited and released to a sober family member.

An officer was confronted by an intoxicated subject who accused him of inappropriate conduct. The suspect then attacked the officer in front of witnesses. He was eventually arrested and transported to Jail.

Disturbance at a residence on Rios Street. Suspect hit the victim in the face. Victim is requesting to press charges.

Theft from backyard storage building on Holmes Street. Power tools were taken. Suspect unknown.



Vandalism to parked vehicle on Rios Street. Unknown suspect scratched the side of the vehicle.

Officers assisted Cal Fire with traffic control at the scene of a trailer fire on 6<sup>th</sup> Street.

Shoplifting at local food store. Suspect detained by employees after he left the store with items without paying. He was arrested and transported to Jail.

Vehicle stop on Oller. Passengers were affiliated with a local gang and FI'ed for information.

Subject check of known probationer on 2<sup>nd</sup> Street. He was found in possession of cocaine. He was arrested, cited and released.

Subject check by 5<sup>th</sup> and Oller revealed an outstanding warrant. He was arrested, cited and released.

Injury traffic collision at Hwy 33 & Belmont. Both drivers refused EMS, but complained of pain in their backs and necks. Both vehicles received minor damage.

Subject check at 4<sup>th</sup> and J Street resulted in an FI for information.

Non-injury traffic collision at 7<sup>th</sup> and Rio Frio. The driver suffered a medical incident and collided with a tree. DMV notified for reevaluation.

Vehicle stop at Bass and Barbosa. A passenger was found to have an outstanding warrant. He was arrested, cited and released.

Report of theft of city water on Rio Frio. Suspect contacted and found to also have an outstanding warrant. He was arrested and transported to Jail.

Subject check in alley by Oller Street. He was found to be urinating on a fence. He was arrested, cited and released.

Subject check on Rio Frio. He was found to have active warrants for his arrest. He was arrested, cited and released.

Theft of employee cell phone from local store. Victim identified the suspect from surveillance video of the incident. Suspect is known and outstanding.

Subject check by 7<sup>th</sup> and Oller revealed outstanding warrants. He was arrested, cited and released.

Subject check in an alley by Rio Frio. He had an outstanding warrant. He was arrested, cited and released.

New Years Eve: Numerous calls for service with many resulting in documented cases.

Vehicle stop at Oller and 10<sup>th</sup> Street revealed the driver to be on probation and driving on a suspended CDL for DUI. He was also found to be intoxicated and was arrested for DUI. He was transported to Jail.

Non-injury hit and run on Divisadero. Unknown vehicle struck victim and then fled the scene.

Vehicle stop on Oxnard. Driver had a suspended CDL for DUI and outstanding warrants for his arrest. He was arrested, cited and released.

Subject armed with a knife attacks victim in a residence. Officers arrive and located the victim in the residence, bleeding from his wrists. The suspect was talked out of the rear of the residence and surrendered to officers. Victim transported to hospital by EMS. Suspect transported to Jail.

Subject reports he broke into a residence and stole a firearm. Officers arrive and contact subject coming out of the residence. He surrendered and was detained. Officers learned there was no firearm and the call was a hoax. The subject was transported to CRMC for evaluation.

Subject check at a local mini mart on Oller determined he was highly intoxicated and had a warrant out for his arrest. He was arrested and transported to Jail.

Vehicle stop at Oller and 9<sup>th</sup> Street. The driver was found to be intoxicated and the vehicle matched the description with consistent body damage of a hit and run suspect vehicle. The driver was arrested for DUI and will be filed on for Hit and Run.

Vehicle stop on Hwy 33 and Lozano. The driver was found to be intoxicated. He was arrested for DUI, cited and released to a sober adult.

Theft of property from residence. Suspect forced his way into the residence when juveniles were home and stole the property. He is known and currently outstanding.

Report of disturbance on Straw Street. Intoxicated suspect fled in a vehicle prior to officers arriving. Officer located the vehicle as it drives onto the lawn of another residence. The suspect was arrested for DUI. It is later discovered the registration tags on the vehicle are fraudulent. The suspect was transported to Jail.

Multiple traffic enforcement stops that resulted in citations.

## **Strategic Planning:**

- Passed Resolution for Mendota PD to participate in the Federal Surplus Property Program (1033)
- Paper work submitted through the SJVAPCD and CA State rebate programs to purchase Ford Fusion hybrid sedans to replace the administrative and detective vehicles
- Mendota PD partnered with the CA Department of Corrections to have bicycles released from police property refurbished by inmates. MPD then partnered with Mendota Youth Recreation and distributed the bikes to disadvantaged children from the Mendota community.
- Mendota Police participated in the City Christmas parade
- Mendota PD partnered with Fresno PAL and purchased Christmas gifts for ten disadvantaged children. Two children each were selected from the congregations of five Mendota Churches. During Christmas week Police Officers delivered the presents to each of the ten children.

## **Personnel Information:**

- Interviewed candidate for Reserve Officer and waiting background investigation.