

# 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  
November 24, 2015  
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 November 10, 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. NOVEMBER 16, 2015 THROUGH NOVEMBER 18, 2015  
WARRANT LIST CHECKS NO. 40184 THRU 40252  
TOTAL FOR COUNCIL APPROVAL = \$178,402.66
2. Council appoint Mr. Mario Plascencia Jr. to the Mendota Recreation Commission.
3. Council authorize the City Manager and the City Attorney to execute a lease agreement with Mendota Youth Recreation.

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. City Attorney  
a) Update
2. City Manager

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

1. Council Member(s)
2. Mayor

## **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 November 24, 2015, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, November 20, 2015 at 3:10 p.m.

  
Celeste Cabrera, Deputy City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**November 10, 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 Rolando Castro.

**Council Members Absent:** Councilor Joseph Riofrio.

**Flag salute led by Mayor Silva.**

**A moment of silence was held in honor of the men and women who lost their lives while serving in the military.**

**Invocation led by Kenneth Faulkner.**

### **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 Castro; unanimously approved (4 ayes, absent: Riofrio).

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

None offered.

## APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Regular City Council meeting of October 27, 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 Amador to approve items 1 and 2, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Riofrio).

## CONSENT CALENDAR

1. OCTOBER 23, 2015 THROUGH NOVEMBER 05, 2015  
WARRANT LIST CHECKS NO. 40126 THRU 40182  
TOTAL FOR COUNCIL APPROVAL = \$225,336.25
2. Council adopt **Resolution No. 15-78**, approving the conversion from Aetna PPO to Blue Shield PPO health care plan.
3. Council adopt **Resolution No. 15-79**, approving the City's participation in the Property Assessed Clean Energy (PACE) Program.
4. Council adopt **Resolution No. 15-81**, approving the cancellation of the December 22, 2015 Regular Council Meeting due to the Holiday season.
5. Council adopt **Resolution No. 15-82**, approving the conversion of the Baseball Commission to the Recreation Commission.

Requests were made to pull items 2 and 5 for discussion.

A motion was made to approve items 1, 3, and 4 of the consent calendar by Councilor Amador, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Riofrio).

2. Council adopt **Resolution No. 15-78**, approving the conversion from Aetna PPO to Blue Shield PPO health care plan.

Discussion was held on whether all applicable employees were made aware of the proposed conversion from Aetna PPO to Blue Shield PPO; a workshop that was held for employees to discuss the conversion; Director of Administrative Services meeting with the presidents of Mendota Police Officer's Association and the AFSCME; staff meeting with the City's health care broker in regards to the 19.5% increase in Aetna PPO premiums this year and researching other health care plans that do not have an increase in premiums; the effects that the full implementation of Obama Care will have; other plans that were available that are similar to the Aetna PPO plan without the increase in premiums; an upcoming workshop that will be held for employees to submit

their applications; the conversion being scheduled to occur by December 1<sup>st</sup>; the total amount of savings that the City will see if it converts to Blue Shield PPO; and the differences between Aetna PPO and Blue Shield PPO.

**Joel Warkentin (Mendota Police Officer's Association [MPOA])** – stated that he is the president of the MPOA; reported that a significant amount of members of the MPOA have not had the opportunity to attend a workshop to discuss the Blue Shield PPO plan; and requested that the MPOA members be allowed to attend the workshop prior to Council's decision on the conversion.

Discussion was held on the time sensitivity of the item; some employees not benefitting as well as others in regards to the conversion; the possibility of tabling the item and holding a Special City Council meeting to discuss the item after the upcoming workshop is held; and on the members of the MPOA that have not had the opportunity to attend a workshop.

**Mark Banuelos (AFSCME Union Representative)** – inquired as to whether the workshop that was held was for all employees and requested that AFSCME union employees be able to attend the upcoming workshop prior to Council's decision.

Discussion was held on staff meeting with the AFSCME Union Representative and the representative agreeing to the conversion on behalf of the union.

A motion was made to table the item and hold a Special City Council meeting on Friday, November 13<sup>th</sup> at 12 p.m. to discuss the item by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Riofrio).

5. Council adopt **Resolution No. 15-82**, approving the conversion of the Baseball Commission to the Recreation Commission.

Mayor Silva introduced the item and Planning & Economic Development Manager Flood reported that the Baseball Commission was formed to ensure proper maintenance and schedule the uses of the Benny Mares Sr. Baseball Field; converting the Baseball Commission to the Recreation Commission to expand its scope and make the first step in establishing a Recreation Department in the future; and the various changes that were recommended by the Baseball Commission such as changing the name of the Commission, the power to approve or deny the exclusive use of any City facility when they are requested for purposes related to sporting or athletics, review and provide a recommendation to the City Council on the annual Exclusive Use applications for all facilities, and make recommendations to the City Council on capital improvements and policy changes for all City facilities when they are used for recreational purposes.

Discussion was held on the Recreation Commission reviewing the annual Facility Use Application for all City facilities and providing a recommendation to the City Council; the Commission wanting to organize an adult co-ed softball league in the coming year; the possibility of the Commission organizing fundraisers to raise money for the Mendota

Community Corporation; and the Commission not having any financial authority. **Kevin Romero (160 Tuft Street)** – explained the benefits of converting the Baseball Commission into the Recreation Commission and the various ways that the Recreation Commission can fundraise in order to raise money for the Mendota Community Corporation.

A motion was made to adopt Resolution No. 15-82 with the modification of the removal of change #3 by Councilor Amador, seconded by Mayor Pro Tem Valdez; unanimously approved (4 ayes, absent: Riofrio).

## **PUBLIC HEARING**

1. Council hold a public hearing to consider adopting **Resolution No. 15-83**, approving the implementation of the new water and sewer rate schedules, and **Resolution No. 15-80**, approving a five year Capital Improvement Program.

Mayor Silva introduced the item and City Engineer McGlasson summarized the report including that the water and sewer funds were running in a negative cash flow; the need for the funds to operate in a self-sufficient manner thus increasing the water and sewer rates in order to do so; the most critical water and sewer projects that have been identified and added to the Capital Improvement Program (CIP); the various water department projects that are included in the CIP such as replacing variable frequency drives, replacing the SCADA system, installing a second set of iron manganese filters, developing a fourth well, installing automated water meters, building an additional water storage tank and distribution pumps, and other miscellaneous projects that are included; reported on the various sewer department projects that are included in the CIP such as replacing the Lozano Lift Station, resurfacing the roads at the Waste Water Treatment Plant, building a laboratory and an office so employees have more room to perform tests, increasing the effluent disposal system; and explained that loans are available through the State Revolving Fund to fund projects but the City having to demonstrate that the water and sewer funds are financially secured.

Discussion was held on the total projected cost of the CIP and the effects that El Niño can have on the effluent disposal system; the gradual increase of the water and sewer rates over the next five years; the City applying for grants to fund certain CIP projects; the discretion that the Council has to waive a rate increase if it is unnecessary; the negative condition of the Enterprise Fund; (7:03 p.m. Mayor Pro Tem left the Council Chambers and returned at 7:04 p.m.) the poor condition of the B&B Bridge; and the problems that can arise should the City lose access to the well field.

At 7:05 p.m. Mayor Silva opened the hearing to the public.

**Oscar Rosales (606 Garcia Street)** – inquired as to what the water and sewer increase funds will be used for; reported on CIP projects that should be of priority; the importance of the water and sewer funds to be self-sufficient; the lack of maintenance in the past having a significant impact on the current conditions of the water and sewer systems;

the lack of staff and Council initiative to increase water and sewer rates in recent years in order to make the water and sewer funds self-sufficient; and the importance of adequately maintaining the water and sewer systems.

Discussion was held on the various projects that are included in the CIP; the increase of equipment and maintenance costs; and the importance of performing routine maintenance on the water and sewer systems.

**Kevin Romero (160 Tuft Street)** – (at 7:18 p.m. Councilor Castro left the Council Chambers and returned at 7:20 p.m.) inquired as to whether the rent that tenants pay to the Mendota Housing Authority will increase as a result of the water and sewer rate increase.

Discussion was held on the Housing Authority paying the utility bills for all Housing Authority tenants.

**Mark David Banuelos (630 Gaxiola Street)** – stated that the proposed water and sewer rate increase is significant and some residents are unable to pay for their utility bills and inquired as to who wrote the public notice regarding the proposed water and sewer rate increase hearing that was sent out to property owners and tenants.

Discussion was held on the public notice that was sent to property owners and tenants and the Proposition 218 requirements that need to be met in order for the City to increase the water and sewer rates.

At 7:33 p.m. Mayor Silva closed the hearing to the public.

Discussion was held on the benefits of gradually increasing the water and sewer rates over a period of years and the importance on adequately maintaining the water and sewer systems.

A motion was made to adopt Resolution No. 15-83 by Councilor Amador, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Riofrio).

A motion was made to adopt Resolution No. 15-80 by Councilor Amador, seconded by Mayor Silva; unanimously approved (4 ayes, absent: Riofrio).

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Public Works
  - a) Monthly Report

City Manager DiMaggio stated that he would forward questions from Council to Director of Public Works Gonzalez.

2. Code Enforcement  
a) Monthly Report

Planning & Economic Development Manager Flood summarized the report including the foci for the month of October such as the attempt to make enforcement more comprehensive by increasing the variety of citations that are given out; reported on the collaboration between Code Enforcement and the Police Department to make sure that abandoned buildings are not habituated; and continuing to identify illegal home conversions.

Discussion was held on storing the trash bins at Rojas-Pierce Park in a way that complies with the Bin Enclosure Guidelines; the possibility of locking the trash bins by the Community Center; maximizing Code Enforcement Officer coverage; and contacting Mid Valley Disposal in regards to the possibility of having a drop-off location in the City for landscapers to dispose of green waste.

3. Police Department  
a) Monthly Report

Chief of Police Andreotti summarized the report including the increase of simple assaults; the decrease of auto thefts; the increase of warrant services through self-initiated activity by the officers; the increase of drunk driving and public intoxication arrests; the police department being fully staffed on field services; the possibility of the police department being eligible for grant funding to replace used vehicles; an officer who was bitten by a dog and was medically cleared to return to normal duty; and the impact that the School Resource Officer has had on students.

Discussion was held on the thoroughness of Chief Andreotti's monthly report and the lack of work resulting in an increase of alcohol consumption within the community.

**Oscar Rosales (606 Garcia Street)** – thanked Chief Andreotti and the Mendota Police Department for their hard work and inquired as to whether the benefit package is the same for all employees.

Discussion was held on assault rifles that were acquired from the military and returned due to non-deployment.

2. City Manager

City Manager DiMaggio reported that he is a member of the policy advisory committee at the Council of Governments and that a move is being made to change the ranking criteria so larger cities benefit from service transportation money.



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

1. Council Member(s)  
Council reports

Councilor Castro inquired as to the status of the proposed Catholic Church.

Discussion was held on a Special Planning Commission meeting that is tentatively scheduled for November 23<sup>rd</sup> to discuss the issue.

Mayor Pro Tem Valdez reported on the upcoming annual Senior Thanksgiving Luncheon that will be held on November 21<sup>st</sup>.

2. Mayor

Mayor Silva reported on an event that he will attend at Friant Dam; a meeting with Gayle Holman that he attended with Planning & Economic Development Manager Flood; and the Health Fair that was held at Rojas-Pierce Park.

Chief of Police Andreotti reported on fliers that can be passed out which asks individuals to report information regarding crimes.

### **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
CA Government Code § 54956.9(d)(2): 1 case
2. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
CA Government Code § 54956.9 (a)  
Martha Rodriguez v. City of Mendota, Fresno County Superior Court Case No. 15 CECG 00834

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

At 8:19 p.m. the Council reconvened in open session and Interim City Attorney Fike reported that in regards to item 1 of the closed session, there was nothing to report. In regards to item 2 of the closed session council authorized to award the attorney fees of a total of \$19,000.

## **ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 8:20 p.m. by Mayor Pro Tem Valdez, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Riofrio).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
11/16/2015-11/18/15  
Check #40184-40252**

Date	Check #	Amount	Vendor	Department	Description
November 16, 2015	40184	\$348.93	A1 JANITORIAL SUPPLY	SEWER	(3) CITRUS LIFT STATION DEGREASER
November 16, 2015	40185	\$3,500.00	ACQUISITION PARTNERS OF AMERICA, LLC	GENERAL-WATER-SEWER	MONTHLY RETAINER - GRANT CONSULTING NOVEMBER
November 16, 2015	40186	\$5,105.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	(7) HRA ADMINISTRATION FEE FOR NOVEMBER 2015 ; MEDICAL CHECK RUN FOR NOVEMBER 11,2015
November 16, 2015	40187	\$394.99	ADT SECURITY SERVICES	GENERAL	ALARM SERVICES 11/3/15-12/2/15 & INSTALLATION
November 16, 2015	40188	\$25.98	AIRGAS USA, LLC	WATER	RENT CYL IND SMALL CARBON DIOXIDE
November 16, 2015	40189	\$779.08	ALERT- O- LITE	WATER-SEWER-STREETS	(5) RAINSUIT, VEST (5) BOOTS (5) HARDHAT - PROTEUS ; (1000) PLASTIC SANDBAGS
November 16, 2015	40190	\$483.07	ALL- PHASE MEDALLION SUPPLY	STREETS	(3) 1500MH 4TAP BAL KIT ; (500) YEL WIRE CONN ; (1) 8OZ AEROSOL
November 16, 2015	40191	\$677.76	AMERITAS GROUP	GENERAL	VISION INSURANCE FOR DECEMBER 2015
November 16, 2015	40192	\$584.11	AMERIPRIDE VALLEY UNIFORM SERVICES	WATER-SEWER	PUBLIC WORKS/ UTILITIES UNIFORMS FOR 10/1/15 , 10/15/15, 10/22/15
November 16, 2015	40193	\$6.39	GREGG ANDREOTTI	GENERAL	EXPENSE REIMBURSEMENT - OFFICE SUPPLIES BINDERS (PD)
November 16, 2015	40194	\$1,658.48	AT&T	GENERAL-WATER-SEWER	CITY & PD TELEPHONE SERVICE 9/25/15-10/24/15
November 16, 2015	40195	\$1,335.46	BEST UNIFORM	GENERAL	(2) SHIRT (2) PAINT (1) BALL CAP (1) NAME PLATE ; (1) BODY ARMOR (2) POLO SHIRT (2) EMBR STAR (2) EMBR NAME (PD)
November 16, 2015	40196	\$214.00	BSK ASSOCIATES	WATER - SEWER	MONTHLY WATER ANALYSES; GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION; MONTHLY WASTEWATER ANALYSES 11/3/15
November 16, 2015	40197	\$313.82	CENTRAL CALIFORNIA ELECTRONICS	GENERAL-WATER-SEWER	COUNCIL CHAMBERS - TROUBLESHOOT/ REPAIR MICS 10/7/15
November 16, 2015	40198	\$3,946.94	CITY OF MENDOTA	DONATION	SENIOR CENTER PURCHASE APPROVED BY COUNCIL 11/10/15
November 16, 2015	40199	\$175.00	CORELOGIC INFORMATION SOLUTIONS, INC	GENERAL-WATER-SEWER	REALQUEST PROGRAM FEE FOR OCTOBER 2015
November 16, 2015	40200	\$461.00	COUNCIL OF FRESNO COUNTY GOVERNMENTS	GENERAL	FRESNO COUNCIL OF GOVERNMENT MEMBER FY 2015/16
November 16, 2015	40201	\$88.82	CROWN SERVICES CO.	GENERAL-SEWER-WATER	(1) PORTABLE TOILET 1XWK (PD) NOVEMBER 2015 ; (1) TOILET W/SINK 1XWK (WWTP) NOVEMBER 2015
November 16, 2015	40202	\$260.00	CVR & ASSOCIATES, INC	SEWER	BUILDING INSPECTION SERVICES 10/20/15 & 10/22/15
November 16, 2015	40203	\$324.00	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE CASHIERING	GENERAL	(10) FINGERPRINT CONTRACT ; (1) CHILD ABUSE INDEX CK- OCTOBER 2015
November 16, 2015	40204	\$96.61	EWING, FRESNO	GENERAL	(1) COMERCIAL VALVE (1) DC SOLENOID FOR HUNTER VALVE
November 16, 2015	40205	\$2.94	FASTENAL COMPANY	GENERA-WATER - SEWER	(13) M5 X 40 SHCS A-2 (SCREWS)
November 16, 2015	40206	\$110.00	FRESNO CITY COLLEGE	GENERAL	REGISTRATION ; TEMPORARY ONE DAY PARKING PERMIT - JORGE E. URBIETA (PD)
November 16, 2015	40207	\$130.80	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR OCTOBER 2015 (PD)

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
11/16/2015-11/18/15  
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November 18, 2015	40208	\$100.00	FRESNO MADERA COUNTIES POLICE CHIEFS' ASSOCIATION	GENERAL	2015 MEMBERSHIP FEE (POLICE CHIEFS' ASSOCIATION (PD)
November 18, 2015	40209	\$227.27	FUTURE FORD OF CLOVIS	GENERAL	(1) SOCKET ASY (PD)
November 18, 2015	40210	\$500.00	GONZALEZ TRANSPORT, INC	WATER-SEWER-STREETS	(2) LOAD TRANSPORT FOR RIVERSAND 11/06/15
November 18, 2015	40211	\$140.00	VICTOR M GONZALEZ	GENERAL-WATER-SEWER	JD 310DG TRACTOR - REPLACED BATTERY & STARTER
November 18, 2015	40212	\$37.58	ID CARDS, INC	GENERAL	(1) CUSTOM PVC CARDS, DUAL SIDE, HOLOGRAM (PD) ; (1) CUSTOM PVC CARD HOLOGRAM PHOTO (PD-B. VELEZ)
November 18, 2015	40213	\$35.00	KERWEST INC. DBA	GENERAL-WATER-SEWER	FIREBAUGH-MENDOTA JOURNAL SUBSCRIPTION 15/16
November 18, 2015	40214	\$3,663.75	McCORMICK, KABOT, JENNER & LEW	SEWER-WATER	PROFESSIONAL SERVICES 9/30/15-10/22/15 (PERSONNEL)
November 18, 2015	40215	\$390.00	MENDOTA YOUTH RECREATION	DONATION	DONATION FROM MENDOTA COMMUNITY CORP. - SENIOR CITIZEN
November 18, 2015	40216	\$1,584.40	MENDOTA SMOG REPAIR	GENERAL	UNIT M80, M83, 1202, M81, M88, M90, M85, MOTOR OIL, PARTS & LABOR; UNIT M87- SMOG PASS ; UNIT M82 WIRE & LABOR (PD)
November 18, 2015	40217	\$2,168.50	MIDVALLEY DISPOSAL	REFUSE-STREETS	30YRD, 40YRD, 10YRD ROLL OFF EXCHANGE
November 18, 2015	40218	\$6,400.00	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES	WATER-SEWER	WATER TREATMETN, DISTRIBUTION, WATEWATER DEC 2015; 2014 CONSUMER CONFIDENCE REPORT
November 18, 2015	40219	\$327.99	NISSAN MOTOR ACCEPTANCE CORPORATION	GENERAL-WATER-SEWER	2015 NISSAN ALTIMA PAYMENT (CM) NOVEMBER 2015
November 18, 2015	40220	\$1,974.42	NORTHSTAR CHEMICAL	WATER	(545) GALLON SODIUM HYPOCHLORITE 12.5% & (465) GALLON SODIUM HYPOCHLORITE 12.5%
November 18, 2015	40221	\$211.53	OFFICE DEPOT	GENERAL-WATER-SEWER	(3) CASE PAPER (CITY HALL); (1) DVD 100 PK (1) CDR 50PK (PD); (1) DVD 30PK (PD)
November 18, 2015	40222	\$189.31	AT&T	GENERAL-WATER-SEWER	TELEPHONE SERVICE 559-266-6456 10/26-11/25
November 18, 2015	40223	\$3,225.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER	STATE CONTROLLER'S ANNUAL FINANCIAL TRANSACTIONS REPORTS
November 18, 2015	40224	\$5,843.00	PROVOST & PRITCHARD	SEWER IMPACT FEES- STORM DRAIN FEES	PROFESSIONAL SERVICES - WASTE DISCHARGE 7/1-31/15 & WATER & SEWER RATE STUDY FOR SEPTEMBER 2015
November 18, 2015	40225	\$163.69	PROFORCE LAW ENFORCMENT	GENERAL	(6) TASER CART M26/X26 (PD)
November 18, 2015	40226	\$3,996.96	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 8/3/15, /12/15, 5/13/15
November 18, 2015	40227	\$65.00	SAFTEY - KLEEN SYSTEMS, INC	GENERAL-WATER-SEWER	(110) USED OIL NON- PREQUAL SERVICE (PUBLIC WORKS)
November 18, 2015	40228	\$884.84	ERNEST PAKING SOLUTIONS SAN JUAQUIN SUPPLY	GENERAL-WATER-SEWER	(2) ARTISAN WHITE (2) WIPES (1) FOAM WASH ; (2) TOILET PAPER (10) GLOVES (4) LINERS (CITY HALL)
November 18, 2015	40229	\$190.00	SOCIETY FOR HUMAN RESOURCE MANAGEMENT	GENERAL	PROFESSIONAL MEMBERSHIP 1/1/16-12/31/15 FOR CHARLES JOHNSON
November 18, 2015	40230	\$62.42	SIRCHIE FINGER PRINT LABORATORIES	GENERAL	(2) TEST 15- METHAMPHETAMINE (PD)
November 18, 2015	40231	\$540.80	SMITH & LOVELESS, INC	SEWER	PUMP VAC REPAIR KIT FOR LOZANO LIFT STATION
November 18, 2015	40232	\$1,914.66	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS- WATER IMPACT	MULTI- DEPARMENT SUPPLIES FOR OCTOBER 2015

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November 18, 2015	40233	\$250.00	TECH- MASTER PEST MANAGEMENT	GENERAL	ONE-TIME PEST SERVICE - ROJAS PIERCE PARK RODENTS
November 18, 2015	40234	\$1,700.00	TOM TUCKER	GENERAL	(5) PELCO IP CAMARAS (4) PELCO CAMARAS (PD)
November 18, 2015	40235	\$69.10	UNIFIRST CORPOARTION	GENERAL-SEWER-WATER	MONTHLY SERVICE: WET/DRY MOPS, MATS, TERRY CLOTH NOVEMBER 2015
November 18, 2015	40236	\$423.40	USA BLUEBOOK	WATER-SEWER	TAX AND SHIPPING FOR 4' TRASH PUMP 13HP HONDA
November 18, 2015	40237	\$199.50	VERISON WIRELESS	GENERAL-WATER-SEWER	MONTHLY SERVICE FEE - GPS FLEET VEHICLES SEPTEMBER 2015
November 18, 2015	40238	\$242.80	VETERINARY MEDICAL CENTER	GENERAL	(12) EUTHANSIA (1) MEDICAL FEE 11/6/15 ; (1) EHTHANASIA (1) MEDICAL FEE 11/12/15
November 18, 2015	40239	\$1,273.38	VULCAN MATERIALS COMPANY WESTERN DIVISION	STREETS	(10.02) ST 1/2 IN ASPHALT (5.3) ST 1/2 IN ASPHALT; (4.21) ST 1/2 IN ASPHALT (STREETS)
November 18, 2015	40240	\$42.05	ZEE MEDICAL SERVICE	GENERAL-SEWER-WATER	(1) ZEE FLEX 3X5 YDS (2) CLEAN N' SAFE TOWELETTES
November 18, 2015	40241	\$91,529.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 11/2/15-11/15/15
November 18, 2015	40242	\$164.11	DATAMATIC, INC	WATER	HANDHELD METERS MAINTENACE FOR DECEMBER 2015
November 18, 2015	40243	\$4,954.26	GIERSCH & ASSOCIATES INC.	WATER	840W1301 WTP CHEM FEED MODIFICATIONS 7/27-8/17/15
November 18, 2015	40244	\$17.00	GONZALEZ TOWING, TIRE, AUTO 7 TRUCK DISMANTLING	STREETS	(1) TIRE REPAIR - BLACK TRAIL (PUBLIC WORKS)
November 18, 2015	40245	\$12,386.39	MENDOTA COMMUNITY CORPORATION	DRIVER AWARENESS-DONATION	TRANSFER FUND 24 & FUND 3 PER RESOLUTION-15-67
November 18, 2015	40246	\$3,890.94	PREMIER ACCESS INSURANCE CO	GENERAL	DENTAL INSURANCE FOR DECEMBER 2015
November 18, 2015	40247	\$1,352.00	STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT.	GENERAL	UNEMPLOYMENT INSURANCE FOR 7/1/15-9/30/15
November 18, 2015	40248	\$202.12	STATE OF CALIFORNIA DEPT. OF TRANSPORTAION	STREETS	SIGNALS & LIGHTING BILLING FOR JULY- SEPTEMBER 2015
November 18, 2015	40249	\$2,343.42	THE WATER CONNECTION	WATER	(66) BACKFLOWS TESTED & 6 REPAIRS
November 18, 2015	40250	\$11.88	THOMASON TRACTOR COMPANY	GENERAL	(2) (PARTS - KEYS
November 18, 2015	40251	\$1,396.56	VICKI CROW, C.P.A	WATER- SEWER- AVIATION	PROPERTY TAX SECURED FY 2015-16
November 18, 2015	40252	\$95.45	ZEE MEDICAL SERVICE	WATER-SEWER	(2) PYRAMEX ZTEC SAFTEY GLASSES - UTILITY DEPT.
		<b>\$178,402.66</b>			

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MATT FLOOD, PLANNING AND ECONOMIC DEVELOPMENT MANAGER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** APPOINTING A MEMBER OF THE COMMUNITY TO THE RECREATION COMMISSION  
**DATE:** NOVEMBER 24, 2015

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**ISSUE**

Should the City council appoint a community member to the Recreation Commission?

**BACKGROUND**

There were two vacancies on the Recreation Commission this year. One of those vacancies was filled in early August when a community member submitted his application before the advertised deadline. Staff then received the attached application wishing to fill the second vacancy.

**ANALYSIS**

The Mendota Municipal Code states that the Council appoints members to City commissions. The application from the resident is attached.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends appointing Mr. Mario Plascencia Jr. to the Recreation Commission.



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



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

Name of Board or Committee: Baseball Planning Commission

Applicants' name: Mario Plascencia Jr.

Address: 776 I St.

Telephone number: (760) 522-6976

Present occupation: Supervisor for Maple Leaf Farms Inc

Number of years as a Mendota resident: 12

Memberships:

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

If yes please provide list: \_\_\_\_\_  
\_\_\_\_\_

At the initial formation of the committee you have the option of a 2 year or 4 year term, please select which you would like to serve. 2 years \_\_\_\_\_ 4years X  
(Not Applicable for the Planning Commission. Commissioners serve 4 year terms).

Education:

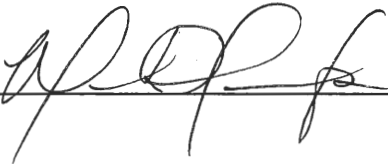
Please state the highest year of school completed AA Degree.

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


I've coached Little League and Jr High Baseball in Mendota for about 10 years after having played myself from the age of 5 to my senior year of high school, so I have a very deep understanding of the game. I also have worked with various members of the commission, and maintain great working relationships.

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

I understand this committee relates to the use of the city baseball field among other things, and I believe I can be a valuable voice in the decision of such matters, understanding pros and cons.

Signature of Applicant:  Date: 8-19-15

Accepted:

Signature of City Clerk:  Time: 8:10 a.m.  
Date: 8-20-15



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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MATT FLOOD, PLANNING AND ECONOMIC DEVELOPMENT MANAGER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A LEASE AGREEMENT WITH MENDOTA YOUTH RECREATION FOR 667 QUINCE  
**DATE:** NOVEMBER 24, 2015

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**ISSUE**

Should the City council authorize the City Manager and City Attorney to execute the lease agreement with Mendota Youth Recreation for 667 Quince Street?

**BACKGROUND**

At its March 11, 2014 meeting the City Council agreed to extend the agreement with Mendota Youth Recreation (MYR) for the lease of 667 Quince Street for \$1 per year, with the only modification to the terms being that MYR begin to pay the PG&E bill. MYR has occupied that building since 2009.

Staff is bringing forth a new agreement (as opposed to an addendum) for execution by the City Manager and City Attorney, covering the time period from when Council approved it to five years thence.

**ANALYSIS**

MYR is a 501(c)3 non-profit that provides valuable services to Mendota children and teens. In the past (as with all local non-profit organizations) Council has been very supportive of its activities and endeavors.

**FISCAL IMPACT**

Loss of revenue from not leasing the building out at market value.

**RECOMMENDATION**

Staff recommends approving execution of the agreement by the City Manager and City Attorney.

**CITY OF MENDOTA**

**PROPERTY LEASE AGREEMENT**

1. **DATE:** This Lease is made and entered in to in duplicate original this 1<sup>ST</sup> day of April, 2014.
2. **PARTIES:** By and between **CITY OF MENDOTA**, hereinafter referred to as LESSOR and **MENDOTA YOUTH RECREATION**, hereinafter referred to as LESSEE.
3. **PREMISES:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, subject to the terms and conditions herein set forth herein, the property, APN 013-185-11 described as the “Old Library” located at 667 Quince Street, in Mendota, California.
4. **TERM:** The term of this Lease is for FIVE (5) years commencing April 1, 2014.
5. **RENT:** Rent amount is one dollar (\$1.00) per year. Occupancy space consists of approximately 900 square feet. The parties agree that the Rent will be paid annually on or about April 1<sup>ST</sup>.
6. **OPTION TO RENEW:** In the event LESSEE shall not then be in default hereunder, LESSEE shall have the right to renew this Lease for an additional term of FIVE (5) year commencing at the expiration of the initial lease term. LESSEE shall notify LESSOR ninety (90) days prior to the end of the expiration of the initial lease term that LESSEE will exercise its option to renew the Lease.
7. **PROPERTY TAXES:**
  - a. Except as provided in subdivision b., below, LESSOR shall pay all real property taxes and all other assessments and parcel taxes levied upon or against the leased premises, during the term hereof, by the City of MENDOTA, the County of Fresno, the State of California or any political subdivision thereof, appearing on the tax statements of the City of MENDOTA and the County of FRESNO, if any.
  - b. Notwithstanding subdivision, a., herein, LESSEE understands that the leasehold interest which he has in the premises creates a taxable possessory interest and agrees that he shall be responsible for any and all property taxes assessed against LESSEE arising out such possessory interest, and further agrees to keep current the possessory interest taxes assessed against LESSEE and the leased premises. LESSEE further agrees to indemnify and hold harmless LESSOR from and against all taxes, assessments, penalties and charges arising out of his possessory interest of the leasehold premises and assets, whichever is applicable.
8. **WASTE:** LESSEE shall not commit any waste or suffer any waste to be committed to the leased premises. LESSEE shall not cause, suffer or permit any nuisance to exist on or in said premises at any time. LESSEE, and LESSEE’s employees, agents, and invitees shall conform to, comply with and faithfully obey all ordinances of the City of MENDOTA, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises. At all times, LESSEE shall keep and maintain said premises in as

good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted. LESSEE's taking possession of the premises on the commencement of the lease term shall constitute LESSEE's acknowledgment that the premises are in good condition.

9. **IMPROVEMENTS AND ALTERATIONS:** LESSEE shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as LESSEE shall desire for the proper and efficient operation of LESSEE's business; provided, however, that no alterations or changes shall be made without the prior written consent of LESSOR; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of LESSEE. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in and on the leased premises and become the property of LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in and on the leased premises during the lease term, provided that LESSEE shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effective before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the term hereof.
10. **LIENS:** LESSEE shall not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the LESSOR reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that LESSOR may deem necessary or proper to protect LESSOR's title in and to said premises against any such liens.
11. **UTILITIES:** LESSEE shall pay for gas, electrical power, telephone, and other charges for all other public utilities and services, including without limitation, lights, light bulbs, power and janitorial services that are incurred by LESSEE. LESSOR shall provide landscaping, water, sewer and refuse utility service.
12. **REPAIRS AND MAINTENANCE BY LESSOR:** LESSOR and LESSOR's servants and employees shall have the right at all reasonable times of ingress to and egress from the leased premises to carry out and perform LESSOR's obligations hereunder and for such other purposes as may be reasonably necessary in connection with the operation of said building, and for the purpose of examining said premises and effecting alterations, additions, improvements, repairs or to remodel the same, all without any abatement of rent, and may for such purposes erect scaffolding deemed necessary by LESSOR. LESSEE shall not claim, or be allowed, or be paid, any damages for inconvenience occasioned thereby. **LESSOR shall maintain:** roof, exterior walls, structural foundation, external plumbing, original electrical and permanent light fixtures. All other items will be the responsibility of the LESSEE.
13. **NOTIFYING LESSOR OF NECESSARY REPAIRS:** LESSEE will notify the LESSOR's Building Official of any repairs and LESSOR shall have a reasonable amount of time to respond,

except in cases of emergencies in which LESSOR shall make their best effort to respond immediately.

14. **REPAIRS AND MAINTENANCE BY LESSEE:** LESSEE shall, at their sole cost, keep and maintain in a good and safe condition said premises and every part thereof, excepting as identified in Section 12 above, including but not limited to windows, landscaping, sidewalks adjacent to said premises, driveways, in good and sanitary order, conditions and repair, hereby waiving all right to make repairs at the expense of LESSOR as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. In any case, said repairs and maintenance shall be completed by LESSEE within 30 days written notice from LESSOR.
15. **INSPECTION:** LESSOR, or LESSOR's agents, shall have the right of ingress to and egress from the leased premises at all reasonable times during the lease term for the purpose of inspecting the same. City Manager shall be present at all inspections unless agreed otherwise in writing by the parties. The premises will be surrendered, at termination of the lease, in as good condition as received, normal wear and tear expected. Unless otherwise indicated, LESSEE acknowledges that the premises are in good order and repair.
16. **DESTRUCTION OF BUILDING:** If any improvements, including buildings and other structures, located on the premises are damaged or destroyed during the term of this lease or any renewal or extension thereof, the damage shall be repaired as follows:
  - a. If the damage or destruction is caused by a peril against which fire and extended coverage insurance is carried, LESSOR shall repair that damage as soon as reasonably possible and restore the premises and improvements to substantially the same condition as existed before the damage or destruction, regardless of whether the insurance proceeds are sufficient to cover the actual cost of repair and restoration. If insurance has lapsed or not been carried, LESSOR shall be solely responsible for the full cost and expense of necessary repairs.
  - b. Notwithstanding any other provision of this lease, if any improvement located on the premises are damaged or destroyed to such an extent that it will cost more than 25 percent of the replacement value of the building immediately before the damage or destruction to restore the building to the condition in existence immediately before the damage or destruction, and the damage or destruction is caused by a peril against which insurance is not required to be carried by this lease, LESSOR may terminate this lease by giving LESSEE written notice of termination. The notice must be given with thirty (30) days after occurrence of the damage or destruction. The termination shall be effective on the date specified in the LESSEE notice or on the date LESSEE completes vacating the premises, whichever is later. LESSEE shall pay rent through the termination day provided for in this section with no deduction or abatement. If LESSEE terminates this Agreement pursuant to this section, all insurance proceeds payable because of the damage or destruction shall be paid to and be the property of LESSOR.
17. **INDEMNIFICATION:** LESSOR shall not be liable in any manner for any loss, damage or injury to the person or property of said LESSEE, or LESSEE's agents or employees, or to persons invited to and permitted by LESSEE to come upon or about the leased premises,

sidewalks, entryways and parking areas or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said LESSEE, or LESSEE's agents or employees. LESSEE agrees to indemnify and save LESSOR against any claim therefore, to defend LESSOR against any such claim that may be made, or any action that may be brought against said LESSOR relating to the leased premises, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs. LESSEE further agrees that LESSOR shall not be liable or accountable to any person and particularly, without limitation, to or LESSEE or any one claiming under or through LESSEE for any damage occasioned by or from plumbing, gas, water, steam, sewerage, electrical wiring, pipes or other apparatus or the bursting, leaking or running of any water closet, tank, plumbing, or other damage occasioned, being, or coming down, upon said leased premises and improvements from the roof, or any skylight, trapdoor or elsewhere from act or neglect of any person or occupant or adjacent or contiguous property.

LESSEE shall not and does hereby agree not to conduct any activities or keep any materials, substances or articles in or about the premises which will or may impair or invalidate, or increase the premium costs of insurance policies that may be carried by the LESSOR. LESSEE shall obey all laws and ordinances of the State of California and United States while occupying the Premises.

18. **LIABILITY INSURANCE:** LESSEE agrees to obtain and keep in full force during the term hereof of this agreement, at LESSEE's expense, tenant liability and property damage insurances with companies and through brokers approved by LESSOR to protect against liability for any public incident due to the use of and/or resulting from any accident occurring in or about said premises. LESSOR shall be furnished with copies of all said insurance policies and all endorsements thereto, and with appropriate certificates evidencing the insurance coverage afforded thereby.
  - a. \$1,000,000.00 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and
  - b. \$1,000,000.00 for damage to or destruction of any property of others.
19. **USE OF PREMISES:** LESSEE shall use the leased premises for the purpose of conducting therein and thereon the maintenance and operation of LESSEE's administrative office and non-physical activities and for no other purpose whatsoever without the written consent of LESSOR. This use of the premises is in furtherance of a public purpose and benefits the people of the City of Mendota.
20. **ASSIGNMENT AND SUBLEASE:** LESSEE shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof.
21. **ATTORNEY'S FEES:** In the event it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorney's

fees incurred in connection with such legal proceedings. Any action or proceeding brought by any party to enforce the terms or conditions of this agreement shall be brought in Fresno County, California.

22. **TIME OF ESSENCE:** Time is of the essence of each and every covenant herein contained.
23. **HOLDING OVER:** If LESSEE should hold possession of said premises or any part thereof, after the expiration of the term of this Lease, or any renewal or extension thereof, then such holding over shall constitute an unlawful detainer by LESSEE, and any holding over shall be deemed a tenancy from month to month only, upon the same terms, covenants and conditions herein stipulated, except that the monthly rental shall be the fair market value at that time.
24. **WAIVER OF BREACH:** In the event LESSOR shall waive one or more breaches of any of the terms of this Lease, LESSOR shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to LESSOR are cumulative and the election of LESSOR to proceed under any one or any number of such remedies shall in no manner abrogate LESSOR's right to maintain or enforce any or all of the remaining rights or remedies herein give to LESSOR.
25. **BINDS SUCCESSORS:** This Lease and the provisions hereof shall inure to the benefit and shall be binding upon the successors and assigns of the respective parties hereto.
26. **NOTICES:** All notices, demands and requests from LESSEE to LESSOR shall be given in writing to LESSOR attention: **City Manager, City of Mendota, 643 Quince Street, Mendota, California 93640** or personally served.  
  
All notices, demands and requests from LESSOR to LESSEE shall be given to LESSEE attention: **Mendota Youth Recreation, Attn: Corina Banuelos, 667 Quince Street, P.O. Box 782, Mendota, California 96340**, or personally served.
27. **ENTIRE AGREEMENT:** This Lease and the Exhibits/Attachments, referenced here within contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid. Modifications to this agreement can only be made if they are in writing and signed by all parties.
28. **ABANDONMENT OF PERSONAL PROPERTY:** If LESSOR's right of re-entry is exercised following abandonment of the premises by LESSEE, then LESSOR may consider any personal property belonging to LESSEE and let on the premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and is hereby relieved of all liability for doing so.
29. **VALIDITY:** If any term or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

30. **SIGNATURES:** IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written. The Undersigned hereby certify that they are authorized representatives of their organizations and are duly authorized to enter into this lease agreement.

The undersigned **LESSEE** accepts the foregoing offer and agrees to lease the premises on the terms and conditions set forth above. The undersigned LESSEE also acknowledges that he/she has inspected the premises and acknowledges that the premises are in good order and repair.

**LESSEE:**  
**MENDOTA YOUTH RECREATION**

By: \_\_\_\_\_

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

The **LESSOR**, has hereby executed this Lease the day and year first hereinabove written.

**LESSOR:**  
**CITY OF MENDOTA**

By: \_\_\_\_\_  
City Manager

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

**Approved as to legal form**  
**CITY ATTORNEY**

By: \_\_\_\_\_  
David Fike

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