



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
June 9, 2015
6:00 PM

VINCE DiMAGGIO
City Manager
MEGGIN BORANIAN
City Attorney

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

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Regular City Council meeting of May 26, 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. MAY 29, 2015 THROUGH JUNE 04, 2015
WARRANT LIST CHECKS NO. 39455 THRU 39510
TOTAL FOR COUNCIL APPROVAL = \$229,149.54

BUSINESS

1. Council discussion and consideration to adopt **Resolution No. 15-39**, confirming the appointment of members to serve on the personnel board.
 - a. *Receive report from Director of Support Operations Johnson*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council adopt Resolution No. 15-39*
2. Council discussion and consideration on once-per-week garbage collection of all three bins.
 - a. *Receive report from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provides direction to staff on how to proceed*
3. Council perform the first reading of **Ordinance No. 15-09**, amending Sections 17.04.110 and 17.88.010 of the Mendota Municipal Code related to the establishment and regulation of off-site temporary signs.
 - a. *Receive report from Planning & Economic Development Manager Flood*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council perform first reading of Ordinance No. 15-09 and set the public hearing for June 23, 2015*

PUBLIC HEARING

1. Council hold a public hearing and perform the second reading of **Ordinance No. 15-07**, adopting the official map of the Economic Incentive Zone (EIZ) of the City of Mendota.
 - a. *Receive report from Planning & Economic Development Manager Flood*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens the public hearing, accepting comments from the public*
 - d. *Mayor closes the public hearing*
 - e. *Council provide any input and adopt Ordinance No. 15-07*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

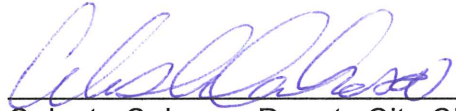
CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
CA Government Code § 54956.9 (a)
Lisseth Martinez v. City of Mendota- EEOC Charge No. 485-2015-0024
2. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
CA Government Code § 54956.9 (a)
City of Mendota/Nationwide (a/s/o DT Locke, Inc.) – Claim No. FR96193

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 June 9, 2015, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, June 5, 2015 at 5:00 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

May 26, 2015

Meeting called to order by Mayor Silva at 6:01 p.m.

Roll Call

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

Council Members Absent: None.

Flag salute led by Councilor Amador.

Invocation led by Pastor Hector Garcia from Maranantha Pentecostal Church of God.

FINALIZE THE AGENDA

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

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

S. Leo Capuchino (390 K Street) – stated that a local businessman had expressed his concerns to him regarding the Farmer's Market; wanted clarification on the days and hours of operation of the Farmer's Market; and wanted to confirm that the City is benefitting from the Farmer's Market by charging the appropriate fees.

Discussion was held on the Farmer's Markets being held twice a week; the hours of operation of each market; the different organizations managing them; the fees that vendors have to pay; and the appropriate permits vendors need in order to sell at the Farmer's Market.

Joe Gil Gomez (2033 7th Street) – stated that vendors at the Farmer's Markets do not have to pay the equal amount of taxes and fees that local businesses pay; the effects that the Farmer's Market has on local businesses; and stated that City Manager DiMaggio has not contacted him to schedule a meeting.

Joel Warkentin (Mendota Police Officers Association) – reported that the Mendota Police Officers Association is currently in the process of negotiating a contract which includes bilingual pay incentive; organizational changes within the union; and the concept and importance of modernizing policies.

Discussion was held on the benefits of modernizing policies and the importance of retaining officers.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Regular City Council meeting of May 12, 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; unanimously approved (5 ayes).

CONSENT CALENDAR

1. MAY 12, 2015 THROUGH MAY 21, 2015
WARRANT LIST CHECKS NO. 39411 THRU 39454
TOTAL FOR COUNCIL APPROVAL = \$299,626.82
2. Council adopt Resolution No. 15-35, authorizing the City Manager to execute loan documents necessary for the purchase of a City vehicle.
3. Council adopt Resolution No. 15-37, establishing the schedule for Special City Council meetings to consider the budget for Fiscal Year 2015-2016.
4. Council adopt Resolution No. 15-38, requesting Governor Brown allocate resources and act to equitably preserve and protect California's water supply.

Requests were made to pull items 3 and 4 for discussion.

A motion was made to approve items 1 and 2 of the consent calendar by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (5 ayes)

3. Council adopt Resolution No. 15-37, establishing the schedule for Special City Council meetings consider the budget for Fiscal Year 2015-2016.

Discussion was held on rescheduling the proposed June 4th Special City Council meeting due to the Mendota High School graduation being held on the same day; the possibility of having the Special City Council meetings before a Regular City Council meeting; staff wanting enough time to make any possible adjustments before the final 2015-2016 budget is approved; and changing the time of the proposed meetings to 10 a.m. on the days proposed.

A motion was made to approve item 3 of the consent calendar with the meeting time being at 10 a.m. by Mayor Pro Tem Valdez, seconded by Councilor Amador; unanimously approved (5 ayes).

4. Council adopt Resolution No. 15-38, requesting Governor Brown allocate resources and act to equitably preserve and protect California's water supply.

City Manager DiMaggio reported that staff received a request from the office of Supervisor Henry Perea for the City Council to pass a Resolution urging Governor Brown to pass legislation for immediate drought relief; Governor Brown's Executive Order mandating substantial water reductions across the state; the City's water usage being lower compared to other cities; the outcome of the San Juan Capistrano court case; the possibility of either implementing a stage III water emergency or water conservation measures that contains certain aspects of a stage III water emergency; and waiting on administrative advice from the State on how to proceed.

Discussion was held on adjusting sprinklers on City property so that water runoff is reduced and waterslides being prohibited since the water used is not recycled, per the restrictions of the current stage II water emergency.

A motion was made to approve item 4 of the consent calendar by Mayor Pro Tem Valdez, seconded by Councilor Riofrio; unanimously approved (5 ayes).

BUSINESS

1. Council perform the first reading of Ordinance No. 15-07, adopting the official map of the Economic Incentive Zone (EIZ) of the City of Mendota, and set the public hearing for June 9, 2015.

Mayor Silva introduced the item and City Manager DiMaggio stated that Ordinance No. 15-07 codifies the Assessor's Parcel Numbers within the EIZ and the issues involved with expanding the zone.

Discussion was held on the possibility of creating an Industrial Incentive Zone; waiting to create an Industrial Incentive Zone until the results of the EIZ are analyzed; and clarification on a parcel that is separated by an alley but is still included.

Margo Lerwill (Fresno County Economic Development Corporation [EDC]) – explained that the EDC strives to attract businesses to various areas of Fresno County; wants to know what economic development tools Mendota has to offer to attract potential businesses to the City; and the advantages of the City being business friendly.

S. Leo Capuchino (390 K Street) – stated that the City should include Oller Street due to the possibility of the 180 bypass.

Discussion was held on Oller Street already being included within the EIZ and the 180 bypass not taking place in the near future.

A motion was made to perform the first reading of Ordinance No. 15-07 and set the public hearing for June 9, 2015 by Mayor Pro Tem Valdez, seconded by Councilor Riofrio; approved (4 ayes; abstain: Amador).

2. Council discussion and consideration on the performance of the grant consultant.

Mayor Silva introduced the item and John Quiring from Acquisition Partners of America Reported on grants that were presented to the City for consideration but were not officially submitted due to various reasons such as lack of a financial match; grants that were initiated and/or are pending; the ongoing reorganization of the company by working with individuals with valuable knowledge and networks; and grant opportunities related to the drought.

Discussion was held on the grants that were submitted to the City for consideration and the grants that were initiated or are pending; the increase of City generated grant submittals; a water bond that the City qualifies for; and the importance of seeing grant results.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Public Works
a) Monthly Report

City Manager DiMaggio stated that Director of Public Works Gonzalez was out sick but Council could ask questions which would then be forwarded to Director of Public Works Gonzalez, who would then answer via email.

Discussion was held on the purchase of fuel; the amount of Compressed Natural Gas used by City vehicles; the timeframe of the 6th Street and Perez Street reconstruction; the status of the Benny Mares Sr. baseball diamond; and Mendota Unified School District's progress in landscaping a dirt area along Sorenson Street.

2. City Attorney
 - a) Update

Nothing to report.

3. City Manager
 - a) Report

City Manager DiMaggio reported on the status of the fiscal year 2015/2016 budget; the re-allocation of monies in various accounts; decrease of usage of the General Fund to purchase capital items; capital items being funded through impact fees; the status of the Capital Improvement Plan; and various capital items included in the budget.

Discussion was held on re-allocating funds in accounts in order to balance the budget.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
 - Council reports

Councilor Riofrio shared the biography of Dickran Boranian, who had recently passed away.

Mayor Pro Tem Valdez reported on meeting with business owners in regards to the impact that the drought has had on their business.

2. Mayor

Mayor Silva reported on a meeting he attended at Harris Ranch in regards to the drought; residents traveling elsewhere for work; the importance of immediate action related to the drought; Senator Dianne Feinstein's staff focusing on water issues; and the possibility of funds being shifted from for the 180 passing lane project to other areas.

Discussion was held on an upcoming meeting with Tom Stefanopoulos regarding the proposed Catholic Church; the status of the proposed Catholic Church; the Caltrans required traffic study; and the right that Caltrans has to impose conditions on the project due to the project being accessed from a state highway.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
CA Government Code 54957.6
Agency designated representatives: City Manager Vince DiMaggio
Employee organization: Mendota Police Officers Association
2. CITY MANAGER EVALUATION AND COMPENSATION
Closed Session required pursuant to Gov. Code Sections 54957(b)(1) and 54957.6.

At 7:41 p.m. the Council moved into closed session.

At 9:03 p.m. the Council reconvened in open session and City Attorney Boranian reported that in regards to items 1 and 2 of the closed session, there was nothing to report.

BUSINESS

1. Council approve Second Amendment to City Manager's Employment Agreement.

Mayor Silva introduced the item and City Attorney stated that Council can accept public comment if any.

Mayor Silva asked if anyone in the public wished to comment, and none was offered.

A motion was made to approve the Second Amendment to the City Manager's Employment Agreement by Councilor Riofrio, seconded by Councilor Castro; approved (3 ayes; no: Amador and Valdez).

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:05 p.m. by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (5 ayes).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
05/29/2015 - 06/04/2015
Check #39455 - 39510

Date	Check #	Amount	Vendor	Department	Description
May 29, 2015	39455	\$1,847.98	MUTUAL OF OMAHA	GENERAL	LIFE/AD&D/LTD/STD INSURANCE FOR JUNE 2015
May 29, 2015	39456	\$1,291.73	HOME DEPOT CREDIT SERVICES	GENERAL-WATER-SEWER-STREETS	GLOVES, PLUMBING FOR PARKS, TRASH BAGS, SILICON CAULK, TRIM LINE, 4G SOLO, WRENCH, TOILET PAPER, LOCK SET, THERMOSTAT
May 29, 2015	39457	\$1,012.05	WESTAMERCIA BANK	GENERAL	(2) VEHICLE PAYMENT FOR MAY 2015 (PD)
June 2, 2015	39458	\$82,333.00	WESTAMERCIA BANK	GENERAL	PAYROLL TRANSFER 5/25/2015 THROUGH 5/31/2015
June 4, 2015	39459	\$725.00	PORTOLA HOTEL & SPA	GENERAL	HOTEL FOR 2015 MAYOR AND COUNCILMEMBERS EXECUTIVE FORUM ON JUNE 24-26, 2015 (M.SILVA)
June 4, 2015	39460	\$1,750.00	ACQUISITION PARTNERS OF AMERICA, LLC	GENERAL-WATER-SEWER	MONTHLY RETAINER FOR GRANT CONSULTING JUNE 2015
June 4, 2015	39461	\$8,000.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	SELF-FUNDED MEDICAL CLAIM DEPOSIT 6/1/2015
June 4, 2015	39462	\$18,938.46	AETNA	GENERAL	MEDICAL INSURANCE FOR JUNE 2015
June 4, 2015	39463	\$1,297.36	AMERITAS GROUP	GENERAL	VISION INSURANCE FOR JUNE 2015
June 4, 2015	39464	\$296.00	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT FOR COPY MACHINE AT CITY HALL & POLICE DEPARTMENT MAY 2015
June 4, 2015	39465	\$174.26	AT&T	GENERAL	POLICE DEPARTMENT DISPATCH PHONE 4/24/2015-5/23/2015
June 4, 2015	39466	\$4,500.00	MEGGIN BORANIAN	GENERAL-WATER-SEWER	MONTHLY RETAINER FOR GENERAL SERVICES FOR MAY 2015
June 4, 2015	39467	\$4,464.00	MEGGIN BORANIAN	GENERAL-WATER-SEWER	SPECIAL SERVICES FOR MAY 2015
June 4, 2015	39468	\$389.00	BSK ASSOCIATES	WATER-SEWER	MONTHLY & WEEKLY ANALYSES; DISTRIBUTION AND TREATMENT FOR 5/8/2015 THROUGH 6/1/2015
June 4, 2015	39469	\$869.69	BSN SPORTS INC.	GENERAL	CUT N' LEVEL DRAG FOR BASEBALL FIELD
June 4, 2015	39470	\$242.22	ROLANDO CASTRO	GENERAL	PER DIEM FOR 2015 MAYORS AND COUNCILMEMBERS EXECUTIVE FORUM ON JUNE 24-26, 2015
June 4, 2015	39471	\$2,409.02	CEN-CAL MACHINERY CO INC	SEWER	VACTOR TRUCK - CLUTCH LOCKED UP; REPLACED AND ADJUSTED
June 4, 2015	39472	\$275.10	COLONIAL LIFE	GENERAL	COLONIAL INSURANCES FOR MAY 2015
June 4, 2015	39473	\$315.15	COOK'S COMMUNICATION	GENERAL	UP-FIT TO UTILITY VEHICLE PART (PD)
June 4, 2015	39474	\$625.52	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENCHANCEMENT AND SERVICE CHARGE FOR JUNE 2015 (ACCOUNTING SOFTWARE)
June 4, 2015	39475	\$88.82	CROWN SERVICES CO.	GENERAL-SEWER	(2) PORTABLE TOILET WITH 1XWK PICK UP (PD & WWTP)
June 4, 2015	39476	\$58.68	NANCY DIAZ	GENERAL-WATER-SEWER	MILEAGE REIMBURSEMENT FOR BANK DEPOSITS 3/25/2015 THROUGH 4/22/2015
June 4, 2015	39477	\$434.44	EWING, FRESNO	GENERAL	(2.5) GL RANGER PRO, FIELD KING 4 GL PRO (PARKS)
June 4, 2015	39478	\$137.50	FRESNO COUNTY AUDITOR'S OFFICE	GENERAL	PARKING CITATIONS FOR APRIL 2015

CITY OF MENDOTA
CASH DISBURSEMENTS
05/29/2015 - 06/04/2015
Check #39455 - 39510

June 4, 2015	39479	\$434.00	FRESNO MOBILE RADIO INC.	GENERAL	(31) POLICE DEPARTMENT RADIOS FOR MAY 2015
June 4, 2015	39480	\$100.00	FRESNO NETWORKS	GENERAL	INSTALLED DA STAR SOFTWARE FOR MPD-04, MPD-01, MPD-02 (PD)
June 4, 2015	39481	\$1,695.00	GIERSCH & ASSOCIATES INC	WATER	PROFESSIONAL SERVICES FOR WATER TREATMENT PLANT, CHEMICAL FEED MODICATIONS
June 4, 2015	39482	\$48.80	GUTHRIE PETROLEUM INC	AIRPORT-STREETS	(6.3) BULK PROPANE & (7) BULK PROPANE
June 4, 2015	39483	\$1,018.00	KERWEST INC.	GENERAL-WATER-SEWER	CLASSIFIED ADVERTISEMENT FOR ANIMAL CONTROL, UTILITY WORKER, WWTP, LOCAL ORDINANCE PUBLIC NOTICE: 15-04 - 15-07
June 4, 2015	39484	\$112.10	LOWE'S BUSINESS ACCT	GENERAL	SCOTTS DELUXE EDGE GUARD, TURF BUILD, IRWING 12 IN 6-TPI (PARKS)
June 4, 2015	39485	\$251.26	MENDOTA SMOG & REPAIR	WATER-SEWER	UNIT#1 OIL FILTER, BRAKE BUNDLE, REMOVE/REPLACE BRAKES
June 4, 2015	39486	\$1,630.89	NORTHSTAR CHEMICAL	WATER	(850) GL SODIUM HYPO 12.5% CHLOR (WATER)
June 4, 2015	39487	\$477.36	OFFICE DEPOT	GENERAL-WATER-SEWER	(1) 27" BLACKOUT PRIVACY SCREEN (PD), RUGGED FOLIO CASE W/BT FOR IPAD AIR, DIVIDERS, TISSUE, BANKERS BOXES, PENS, PAPER
June 4, 2015	39488	\$163.19	AT&T	GENERAL-WATER-SEWER	TELEPHONE SERVICE FOR 559-266-6456 FOR 5/26/2015 THROUGH 6/25/2015
June 4, 2015	39489	\$406.60	PAPE MACHINERY	WATER-STREETS	DIAGNOSE AND REPAIR JD 300 D HEAD GASKET
June 4, 2015	39490	\$30,443.19	PG&E	GENERAL-WATER-SEWER-STREETS	CITY WIDE UTILITIES FOR 4/20/2015 THROUGH 5/18/2015
June 4, 2015	39491	\$362.50	PORTOLA HOTEL & SPA		HOTEL FOR 2015 MAYOR AND COUNCILMEMBERS EXECUTIVE FORUM ON JUNE 24-26, 2015 (R. CASTRO)
June 4, 2015	39492	\$373.00	QUINN COMPANY	GENERAL-WATER-SEWER	FORKLIFT: REMOVE AND INSTALL IGNITION SWITCH
June 4, 2015	39493	\$1,115.95	R&B COMPANY	WATER	(200) NEOPRENE METER GASKET 1/8, (1) 2 975XL2 WILKINS W/BALL VALVES, (10) 1X2 5/8' MTR CPLG
June 4, 2015	39494	\$344.32	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-STREETS	BACKHOE: FARM LUBE, TIRE REPAIR; POLICE DEPARTMENT: (10 245/55R18 RIGHT REAR TIRE REPAIR, (4) TIRE DISMOUNT/WHEEL BALANCE
June 4, 2015	39495	\$9,516.48	RAMIREZ GENERAL CONTRACTING INC	GENERAL-WATER-SEWER	PUBLIC WORKS SHOP REPAIR FROM ACCIDENT (REIMBURSEABLE)
June 4, 2015	39496	\$70.00	JOSE ALFREDO SALOMON	WATER	REIMBURSEMENT FOR GRADE 1 WATER DISTRIBUTION OPERATOR EXAM
June 4, 2015	39497	\$317.22	ROBERT SILVA	GENERAL	PER DIEM FOR 2015 MAYORS AND COUNCILMEMBERS EXECUTIVE FORUM ON JUNE 24-26, 2015
June 4, 2015	39498	\$145.18	SIRCHIE	GENERAL	(3) TEST 15-METHAMPHETAMINE, LATENT PRINT KIT, LIFTING TAPE (PD)
June 4, 2015	39499	\$607.66	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTI-DEPT. SUPPLIES FOR APRIL 2015: STREET PAINTING BRUSH SET, PAINT MIXER, ROLLER, SCREW, ARMORALL, CARWASH
June 4, 2015	39500	\$490.31	TCM INVESTMENTS	GENERAL-WATER-SEWER	MPC5501 LEASE PAYMENT COPY MACHINE (CITY HALL) MPC3503 LEASE PAYMENT FOR COPY MACHINE (PD)
June 4, 2015	39501	\$1,696.31	TIM R. TRULL ELECTRIC, INC	SEWER	TROUBLESHOOT WWTP SUBMERSIBLE PUMP & PARTS (SW)
June 4, 2015	39502	\$225.00	UNITED HEALTH CENTERS	GENERAL	PRE-EMPLOYMENT EXAM (J.CARDIEL-PD, J.URBIETA-PD, T.-ALARCON)
June 4, 2015	39503	\$63.82	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	MONTHLY SERVICE: WET/DRY MOPS, MATS, TERRY CLOTHS FOR MAY 2015

CITY OF MENDOTA
 CASH DISBURSEMENTS
 05/29/2015 - 06/04/2015
 Check #39455 - 39510

June 4, 2015	39504	\$2,686.65	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY CELL PHONES FOR 4/7/2015 THROUGH 5/6/2015
June 4, 2015	39505	\$314.80	VETERINARY MEDICAL CENTER	GENERAL	(17) EUTHANASIA (2) MEDICAL WASTE FEE FOR 5/22/2015 & 5/29/2015
June 4, 2015	39506	\$980.85	VULCAN MATERIALS COMPANY	STREETS	(4.52) TON ST 3/8 CM SC 300 ASPHALT, (4.13) TON ST 3/4" MM PG64-10 ASPHALT, (5.86) TON ST 1/2" MM PG64-10 ASPHALT
June 4, 2015	39507	\$511.74	WESTAMERICA BANK	GENERAL-WATER-SEWER	FOLDING MACHINE PAYMENT JUNE 2015
June 4, 2015	39508	\$55.80	WECO	SEWER	(6) CLY ACETYLENE #4 RENTAL
June 4, 2015	39509	\$16.58	EMILY VILLADO CARDENAS	WATER	UTILITY DEPOSIT
June 4, 2015	39510	\$40,000.00	EDWARD WARKENTINE	GENERAL	WARKENTINE-STATE COURT SETTLEMENT

\$229,149.54

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CHARLES W. JOHNSON, DIRECTOR OF SUPPORT OPERATIONS
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: PERSONNEL BOARD APPOINTMENT
DATE: JUNE 9, 2015

BACKGROUND

Pursuant to the Mendota Personnel Rules, as adopted by Council, the City is to maintain a Personnel Board in order to hear issues and appeals that rise to said board. The Personnel Rules, section I(G), of which a copy is attached, states the intent of the Personnel Board as well as the regulations pertaining to them. The Personnel Board Selection Committee has also met, and determined three nominees for Council to select, which the list is also attached.

Staff seeks Mayoral appointment and Council consent of three board members and two alternate members, in order to ensure that the Personnel Board can meet when needed. Staff is further requesting careful selection of the individuals to have these positions, as the powers of the board are quite extensive. The powers include, but are not limited to:

1. The Personnel Board shall have the right of subpoena, the power to examine witnesses under oath, the power to compel the attendance of witnesses and the power to require the production of evidence by subpoena. Subpoenas shall be issued in the name of the City and attested by the City Clerk.
2. Each member of the Personnel Board shall have the power to administer oaths to witnesses.

RECOMMENDATION

Mayoral appointment with Council consent of three Personnel Board Members and two Alternate Board Members, per the adoption of Resolution No. 15-39.

FISCAL IMPACT

None.

LIST OF PERSONNEL BOARD NOMINEES 2015

SELECTED BY THE PERSONNEL BOARD SELECTION COMMITTEE

NAMES
Rodrigo Morales
Joe Diaz
Severo "Leo" Capuchino
Alternate Board Member (Vacant)
Alternate Board Member (Vacant)

degree shall not be the direct supervisor of their relative who is employed by the City. The phrase "within the third degree" shall be defined and include spouses, parents, children, brothers and sisters, grandchildren, grandparents, uncles and aunts, great-grandchildren, nieces and nephews, and great-grandparents.

G. PERSONNEL BOARD

1. Appointment – In General

- (a) There is hereby created a Personnel Board to consist of three (3) members, to be appointed by the mayor, upon the advice and consent of the City Council.
- (b) Members of the Personnel Board shall be appointed from nominees selected by the Personnel Board nominating committee. The Personnel Board nominating committee shall be made up of the mayor, a member of the City Council, the City Manager, and one (1) employee representative from the general employees' bargaining unit. The Personnel Board nominating committee shall nominate three (3) individuals for each vacancy on the Personnel Board. Nominees shall be selected by a majority of the nominating committee.
- (c) The initial members of the Personnel Board shall serve staggered terms and thereafter successors shall be appointed for a term of two (2) years. The Personnel Board shall adopt rules of procedure and shall select a chairman from among its members who shall act as presiding officer.
- (d) Vacancies on the Personnel Board shall be filled in the manner prescribed for the unexpired term. Each member shall serve until his successor is appointed and qualified. A majority vote of the City Council shall be required to approve the appointment or removal of a member of the Personnel Board.
- (e) No person shall be appointed to the Personnel Board who holds any salaried office or employment with the City, or is under contract, with the City for professional services.
- (f) The Personnel Board shall have the right of subpoena, the power to examine witnesses under oath, the power to compel the attendance of witnesses and the power to require the production of evidence by subpoena. Subpoenas shall be issued in the name of the City and attested by the City Clerk.

- (g) Each member of the Personnel Board shall have the power to administer oaths to witnesses.
- (h) Each member of the Personnel Board shall receive compensation in the amount of \$100.00 per day for each meeting of the Personnel Board that he attends.

2. Duties and Responsibilities of the Personnel Board

- (a) The Personnel Board shall determine the order of business for the conduct of its meetings, and shall meet in accordance with the procedures set forth in the Personnel Ordinance and the Rules.
- (b) The Personnel Board shall hear and consider all appeals submitted by any person in the competitive service relative to any punitive disciplinary action of dismissal, demotion, reduction in pay or suspension for a period of five (5) days or more.
- (c) The Personnel Board may affirm, revoke or in any way modify the disciplinary action imposed by the department officer including, where appropriate, the imposition of more severe penalties than imposed by the department officer as well as less severe penalties. The Personnel Board shall not be limited to suspensions of thirty (30) days if it determines that a longer period is warranted.
- (d) In exercising its duties and responsibilities, the Personnel Board shall consider whether the action taken by the department officer was reasonably justified under all the circumstances resulting in the disciplinary action. The Personnel Board shall not attempt to substitute his/her managerial philosophy for that of the department officer. Nor shall it attempt to interfere with the managerial discretion or prerogatives of the department officer. The appropriate consideration of the Personnel Board is whether the action appealed from was unreasonable or excessive.

3. Meetings

The Personnel Board shall hold meetings at such time and place as shall be designated by the chairman or a majority of the members of the Personnel Board. Any meeting may be adjourned to a time certain and to a place designated by the chairman. A majority of the members of the Personnel Board shall constitute a quorum for the transaction of business, except that all members of the Personnel Board must be present for disciplinary appeal hearings, unless waived by all parties. Meetings shall

be conducted in accordance with such rules of procedures as may be adopted by the Personnel Board.

4. Public Hearings

Meetings of the Personnel Board shall be conducted in accordance with state law and shall be open and public, provided that hearings relating to the appointment and employment or dismissal of City employees or complaints or charges brought against officers or employees of the City, shall be held in private unless such officer or employee requests a public hearing. The Personnel Board may exclude from any such public or private hearing, during the examination of witnesses, any or all other witnesses in the matter being investigated or considered by the Personnel Board.

5. No Regular Meetings

There will be no regularly scheduled meetings for the Personnel Board. The Personnel Board will be notified and assembled by the City Clerk or the City Manager when an issue arises in accordance with the Personnel Rules that requires the Personnel Board to act.

6. Secretary to the Personnel Board

The City Clerk shall act as the secretary to the Personnel Board. The City Clerk shall assist the Personnel Board with regard to any notices, minutes, or the issuance of any subpoenas. As necessary, the City Clerk will assemble the Personnel Board to conduct business as set forth in the Personnel Rules.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONFIRMING
THE APPOINTMENT OF MEMBERS TO
SERVE ON THE PERSONNEL BOARD**

RESOLUTION 15-39

WHEREAS, Section I(G) of the Personnel Rules provides that there shall be a Personnel Board consisting of three members to be appointed by the Mayor, and advice and consent of the City Council; and

WHEREAS, Section I(G) of the Personnel Rules provides the initial members of the Personnel Board shall serve staggered terms and thereafter successors shall be appointed for a term of two years, and vacancies shall be filled for the unexpired term in the manner of original appointment; and

WHEREAS, the terms of the board members have expired and newly elected board members have been selected by the City Personnel Board Selection Committee; and

NOW, THEREFORE, BE IT RESOLVED, The Personnel Board Selection Committee has met and selected on only three nominees for appointment, which is listed as follows:

NAMES
Rodrigo Morales
Joe Diaz
Severo "Leo" Capuchino
Alternate Board Member (Vacant)
Alternate Board Member (Vacant)

AND IT BE FURTHER RESOLVED, by the City Council of the City of Mendota that it hereby approves the appointments to the Personnel Board of the aforementioned nominees to terms that expire on June 9, 2017.

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 9th day of June, 2015, by the

following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: DISCUSSION ON ADDING A ONCE-PER-WEEK, 3-CAN GARBAGE PICK-UP
DATE: JUNE 9, 2015

BACKGROUND

On June 1, 2013, the City entered into a contract with Mid-Valley Disposal regarding garbage and recycling services. The contract runs from June 2013 to 2018, with an option to extend to 2023.

The contract provides for a once-per-week garbage pick-up, and an every other week (on a rotating basis) pick up for green waste and recycling. Councilmembers have expressed interest in examining the possibility of a once-per-week pick up for all three cans; garbage, green waste, and recycling. The current contract provides for this, *at the Council's discretion* and with a 7.5% increase in collection rates.

In addition, State law will mandate the collection of organic waste beginning in 2016. This will necessitate a once-per-week collection regimen.

Staff is requesting that Council provide staff with appropriate direction on whether to implement the once-per-week collection now or wait until the State mandated organic waste collection rules become effective in 2016. If the Council directs staff to move towards implementation of the once-per-week collection schedule, staff will amend the current contract as necessary and return it to Council for consideration at the June 23, 2015, meeting.

FISCAL IMPACT

Presently, for residential service, the monthly rate is \$15.44. Of this, \$12.30 is the charge from Mid Valley Disposal and \$3.14 is the “franchise fee” or city administrative fee. By moving to the once-per-week schedule, the Mid-Valley fee would increase to \$13.22 and the “franchise fee” is recommended to increase to \$3.38 for a total monthly bill of \$16.60. The total increase to the customer’s bill would be \$1.16/month.

Future increases, per the contract, are based on the Consumer Price Index in alternative years.

RECOMMENDATION

Staff recommends that the City Council provide appropriate direction to staff regarding the contract with Mid-Valley Disposal and, if necessary, return to Council with appropriate contract changes on June 23, 2015.

Waste Collection and Recycling Franchise Agreement

THIS FRANCHISE AGREEMENT, made and entered into and to be effective as of the 1st day of June, 2013, by and between the CITY OF MENDOTA, a municipal corporation of the State of California, hereinafter called the "CITY" and MID-VALLY DISPOSAL, INC., a California corporation, hereinafter called the "FRANCHISEE".

RECITALS

A. The CITY is entering into this Agreement pursuant to its authority under the California constitution, statutes and local laws.

B. This Agreement is intended to comply with the requirements of Title VIII, Chapter 8.16 *et seq.* of the CITY's Municipal Code (the "Code") and all resolutions adopted pursuant thereto and shall be construed accordingly.

Therefore, the parties mutually agree to the terms, covenants and conditions set forth below.

AGREEMENT

1. Scope of Work. FRANCHISEE shall provide all labor, materials, tools, machinery, containers, trucks, insurance, bonds, and equipment necessary or appropriate to perform all work required to collect, haul, and dispose of all refuse, garbage, waste, rubbish and recyclables from locations within the entire limits of the CITY in accordance with this Agreement. All landfill and other costs and charges for disposal of refuse, garbage, waste rubbish, and recyclables shall be paid by FRANCHISEE.
2. Exclusivity. This Agreement is intended by the parties, to the extent permitted by law, to designate FRANCHISEE as the exclusive FRANCHISE for the purpose of providing, on an exclusive basis, the services described herein to the owners and/or occupants of all real property located within the city limits of the CITY. FRANCHISE shall have the sole and exclusive right and privilege to provide solid waste handling services within the designated service area. As used in this Section, "solid waste handling" shall have the same meaning as set forth in California Public Resources Code Section 40195, and includes, without limitation, recycling services rendered in exchange for a fee or other consideration. The city limits of the CITY shall be the designated service area.

Notwithstanding the foregoing or any other provision of this Agreement, FRANCHISEE 's exclusive rights do not include the sale or donation of recyclable materials as set forth in Waste Management of the Desert, Inc. v. Palm Springs Collection Center. Inc. (1994) 7 Cal. 4th 478 and CITY of San Marcos v. Coast Waste Management. Inc. (1996) 47 Cal.App.4th 320.

3. Term. The initial term of this Agreement shall be five (5) years commencing June 1, 2013, through May 30, 2018. This Agreement will be extended automatically for five (5) additional years unless either party gives notice of intent to terminate said automatic renewal on or before six (6) months prior to May 30, 2018. Thereafter, if extended pursuant to the foregoing provision for the period from June 1, 2018, to May 30, 2023, then this Agreement will be extended an additional five (5) year term unless either party gives notice of intent not to renew six (6) months prior to May 30, 2023. Should either party desire that said automatic renewal and extension provision be terminated, such party shall give the other written notice of nonrenewal on or before December 1, 2018.

Any such notice, properly given, shall serve to terminate the automatic five (5) year renewal and this Agreement shall remain in effect for the balance of the term then outstanding. In the event that either party exercises its right to terminate the automatic renewal provision under this paragraph, the parties may subsequently reinstate the automatic extension and renewal provision by mutual written agreement.

The foregoing notwithstanding, this Agreement remains terminable for cause in accordance with the procedures elsewhere provided herein.

4. Billing. Rates and Disposal. The CITY will perform the monthly billing and the CITY shall collect and retain a Franchise Fee, in an amount to be determined by the CITY in its sole discretion, from time to time. The CITY shall pay FRANCHISEE for FRANCHISEE's services each month according to the rate schedule attached as Exhibit "A" on or before the 30th day of the following month. If level of service provided by FRANCHISEE exceeds the revenues collected by the CITY, the parties shall meet on a quarterly basis to attempt to remedy the problem. FRANCHISEE shall provide the CITY with all necessary and appropriate information to bill customers and accounts. FRANCHISEE shall provide this information to the CITY not less than monthly and within fifteen (15) days after any request by the CITY.

Any and all roll off services under the Agreement shall be the billing responsibility of FRANCHISEE.

The residential rate as of May 31, 2008, shall remain in effect at the commencement of this Agreement.

- 4.1 Programmed Rate Adjustment. An annual rate adjustment shall be made every other year, per the schedule identified below, stating on the 1st of

July and shall be conducted strictly in accordance with the following formula. For every other succeeding year, starting with the Rate Year beginning July 1, 2014, the rate shall be calculated by multiplying the prior year's rate by one (1) plus eighty-five percent (50%) of the percentage change in the "Consumer Price Index (All Urban Consumers (CPI-U))" compiled and published by the Department of Labor (DOL) (or some other mutually agreed-upon index, if the CPI-U is phased out), between the index published the previous May and the corresponding index published twelve (12) months earlier.

In no event shall FRANCHISEE be entitled to a CPI increase which exceeds ten percent (10%). If the CPI exceeds ten percent (10%) inflation for a given annual period, FRANCHISEE may request a commensurate rate adjustment if and only if FRANCHISEE submits cost information demonstrating that its variable costs subject to CPI adjustments have increased more than ten percent (10%) in that period. Such an increase must be mutually agreed upon in writing to take effect.

Said increases shall correspond to the below schedule and amounts:

Rate Period	Commencement Date of Rate Period	Adjustment Method Used to Determine Rates for the Rate Period	Rate Adjustment Application Submittal Date
1	July 1, 2013	Not Applicable	Not Applicable
2	July 1, 2014	7.5%	April 1, 2014
3	July 1, 2015	No Increase	Not Applicable
4	July 1, 2016	Index-Based	April 1, 2016
5	July 1, 2017	No Increase	Not Applicable
6	July 1, 2018	Index-Based	April 1, 2018
7	July 1, 2019	No Increase	Not Applicable
8	July 1, 2020	Index-Based	April 1, 2020
9	July 1, 2021	No Increase	Not Applicable
10	July 1, 2022	Index-Based	April 1, 2022
11	July 1, 2023	No Increase	Not Applicable
12	July 1, 2024	Index-Based	April 1, 2024
13	July 1, 2025	No Increase	Not Applicable
14	July 1, 2026	Index-Based	April 1, 2026
15	July 1, 2027	No Increase	Not Applicable

5. Potential Disposal Cost Rate Adjustment. FRANCHISEE may submit to the City Manager a request for an adjustment in its service rates sufficient to cover changes in its costs of

operation that it can demonstrate, to the satisfaction of the CITY, are the result of a substantial increase in disposal charges and disposal rates which are beyond the control of FRANCHISEE. Upon receipt of FRANCHISEE's written request and all documentation reasonably requested by the CITY, the CITY shall have sixty (60) days to make a determination on the rate adjustment request. If disposal charges or rates are decreased, FRANCHISEE shall immediately notify the CITY of the decrease and provide the CITY with any and all documentation requested by the CITY. In the event of such a decrease, the service rates under this Agreement shall be reduced accordingly. Any adjustments in service rates approved by the CITY shall go into effect within thirty (30) days thereafter.

6. Termination of the Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in any of the following ways:

- 6.1 Pursuant to specific provisions of this Agreement providing for the termination;
- 6.2 Upon mutual written agreement of the parties hereto;
- 6.3 By operation of law;
- 6.4 As a result of a breach of this agreement by FRANCHISEE, including but not limited to, pursuant to the termination provisions in Section 19;
- 6.5 By the CITY, if the Agreement is not in compliance with any applicable law, regulation or ordinance or if there is a material change in an applicable law, regulation or ordinance.

7. Compliance with Applicable Law. FRANCHISEE, in performance of its duties pursuant to the provisions of this Agreement, shall comply with all applicable laws, regulations and ordinances, including, but not limited to: federal and state law, the Code, and regulations adopted by the City Manager or City Council pursuant to state, federal or municipal law. Without limiting the generality of the foregoing, FRANCHISEE shall comply with all laws and regulations concerning the collection, transportation and disposal of waste, rubbish, garbage, recyclables and hazardous materials. FRANCHISEE shall instruct its employees in the proper handling and identification of waste, rubbish, garbage, recyclables and hazardous materials. The provisions of the Code, as they now exist or may hereafter be adopted and/or amended, shall be deemed to be a part of this Agreement as if set forth herein in full.

FRANCHISEE shall, at all times, maintain current and pay all sums required as and for business license taxes, and other permits, licenses and certifications pursuant to applicable law.

8. Services. FRANCHISEE agrees that during the term of this Agreement, FRANCHISEE will provide the services set forth below, including, without limitation, the collection and disposal of all refuse, garbage, waste and curbside recyclables generated within the CITY by its customers, (The term "customer" includes, without limitation, all residential, whether single or multi- family residential, or otherwise, agricultural, commercial and

industrial users within the area designated in this Agreement) in the time and manner set forth in this Agreement, the Code and the regulations.

8.1 Residential- Automated Barrel Service. FRANCHISEE shall provide each dwelling unit receiving residential service with the following automated garbage containers: one brown 96-gallon barrel for refuse, one green 96-gallon barrel for green waste (with "Green Waste Only" prominently displayed on the container) and one blue 96-gallon barrel for recyclables (with "Recyclable Only" and the recycling logo prominently displayed). Each barrel shall be on wheels with a lid. Residents have the option to request additional 96-gallon barrels at the rate established in this Agreement. All containers will be furnished by FRANCHISEE and warehoused, distributed and maintained by FRANCHISEE. FRANCHISEE shall collect refuse from each residential customer once each week. FRANCHISEE shall collect green waste and recyclables from each residential customer weekly on a rotating weekly basis. Provided, however, if requested by the CITY, in the CITY's sole discretion, FRANCHISEE shall collect green waste from each residential customer on a weekly basis during such time periods as may be designated by the CITY in writing from time to time. During any time period in which green waste is being collected on a weekly basis, the rate for service shall be increased as provided in Exhibit "A". Households whose volume of refuse, green waste or recyclables continually exceeds the applicable container capacity shall be required by the CITY to subscribe to additional levels of service. FRANCHISEE shall also provide for the collection of excess refuse and recyclables, at no charge, on the first regularly scheduled pick up after Christmas each year.

8.1.1 Commingle Recycling. A commingle recycling approach shall be used. Under this approach, all recyclable products are thrown in a container mixed together. There is no sorting of recyclable materials or separate containers used. The container will be picked up weekly on the same day as the refuse container. All the commingle recyclables will be picked up with separate trucks and weighed daily. All of the curbside commingle recycling will be taken to a licensed processor. The recyclables will be sorted, processed, cleaned and shipped to the nearest market by FRANCHISEE. FRANCHISEE shall also be responsible to address any contamination of the recyclables. Provided, however, FRANCHISEE is permitted to develop a processing center, subject to the CITY's approval and use its own processing center to handle the sorting of all recyclables. At a minimum, the materials collected for recycling shall

include newsprint, mixed paper, aluminum, plastics, glass, metal and cardboard.

- 8.1.2 Green Waste. Except as may otherwise be provided in this Agreement, FRANCHISEE will continue the green waste recycling in the current manner in which it is being conducted, except that such service will be conducted weekly. Green waste includes, but is not limited to grass clippings, yard waste, tree branches, untreated wood, and similar items. All green waste will be picked up weekly on the same day as the refuse with separate trucks and weighed separately. All green waste collected in the CITY will be taken to the Mendota Biomass or such other facility reasonably selected by FRANCHISEE. FRANCHISEE shall be responsible for sorting and cleaning the green waste and dealing with any contamination.

This service, commencing on October 6, 2014, shall also include organics in the green waste containers. Organics are compostable food products including; vegetables, egg shells, soiled paper products, coffee grounds, fruits, and breads which will be processed by the FRANCHISEE, and any and all associated processing will be the responsibility of the FRANCHISEE.

- 8.2 Commercial and Industrial Collections. Refuse and Green Waste shall be picked up at commercial and industrial businesses within the CITY based upon schedules of collection and levels of service as shall adequately service their needs, but in no event less than once a week. A front loading container for refuse and a Green Waste container, or an equivalent alternative approved by the CITY, shall be provided to each commercial and industrial customer at no cost. All commercial customers will receive brand new containers the same size and receive the same frequency of service. All commercial accounts and schools will have recycling services. The options will include cardboard pickup, commingle recycling, office and mixed waste paper recycling and/or green waste pickup.
- 8.3 Senior Citizen Service. For each dwelling unit receiving residential service, where a senior citizen (age 65 or older) is the primary occupant, a senior citizen discount shall be offered as set forth in Exhibit "A." Additionally, only the 7.5% increase in 2014 shall be applied to Senior Citizen Services, and no other increases shall be applied.

- 8.3.1 To qualify, the rate payer must be at least 65 years of age.

- 8.3.2 The discount only applies to residential rate payers in single family units.
- 8.3.3 The discount shall apply to residences in which no more than two (2) persons are living.
- 8.3.4 Proof of age must be made at City Hall before the discount will become effective.

8.4 Disabled Citizen Service. Upon authorization from the CITY, FRANCHISEE shall provide walk-in service, at no additional cost, for disabled or physically challenged customers who provide a doctor's statement certifying their disabled status and expected duration, along with a signed affidavit stating that no able-bodied person is available on the premises to provide the service.

8.5 Semi-Annual Clean-Up. A one-week Community clean-up service shall be scheduled twice a year on the dates and at a centralized location as designated by the CITY. The CITY shall advise FRANCHISEE of the service date at least thirty (30) days in advance of the scheduled collection. FRANCHISEE shall be responsible for all labor, equipment, disposal costs and incidental costs associated with providing this service, including trips as necessary or appropriate to service the boxes for the events. FRANCHISEE shall provide labor, roll-off boxes and separate containers for the disposal and diversion of refuse, green waste, recyclables, tires, scrap metal, and wood. FRANCHISEE shall prepare a press release announcing the clean up and, with the CITY's approval, submit it for publication in a bi-lingual (English/Spanish) newspaper or alternative publication, as acceptable to the CITY, for two consecutive weeks preceding the collection date.

FRANCHISEE will not charge a fee to either the CITY or its residents for E-Waste, batteries, televisions, and appliances during the Semi-Annual Clean-Up.

8.6 Bulky Services. FRANCHISEE will offer bulky pick up for all residential and commercial customers to help stop illegal dumping. Each of the following options will be used, as appropriate:

- 8.6.1 Roll-off drop box (20, 25, 30, and 40 yard sizes);
- 8.6.2 Three cubic yard rent-a-bin (small cleanup); and
- 8.6.3 Curbside bulky collection on an on-call basis (couches, mattresses, appliances such as washers, dryers, dishwashers, and other large appliances and materials that cannot fit into the back of a pickup, based upon CITY approval).

- 8.6.4 Once (1) per year, there shall be for residential customers a free bulky service pick-up in half the City during the first biennial community cleanup, with the rest of the City being picked up during the second community cleanup. Notice of such shall be sent to residential customers with the community cleanup advertisement. Residents shall contact the FRANCHISEE if they have bulky items to be picked up a week in advance.
- 8.7 Christmas Tree Disposal. FRANCHISEE shall provide alley and curbside collection service for the disposal of Christmas trees; the dates and times to be approved in advance by the CITY. FRANCHISEE shall advertise this service as part of its Public Information Program and Community Outreach effort.
- 8.8 CITY Facilities. Refuse, recycling and green waste service shall be provided to the CITY at any of their facilities at no cost to the CITY.
- 8.9 Special Events. Periodically, the CITY may, through either the CITY Council or administrative action, sponsor and authorize the conduct of special events of general community interest, which may require the temporary placement, servicing and removal of refuse and recycling bins and services for waste disposal and portable toilets. The FRANCHISEE shall cooperate with the CITY in providing such service for any special event designated by the CITY. FRANCHISEE shall furnish and place the required number of bins, trash containers and portable toilets, at the direction of the CITY. The FRANCHISEE shall be responsible for the removal of the bins, trash receptacles and portable toilets and the disposal of refuse and recyclables. There shall be no charge to the CITY for such events. The number of events shall not exceed 30 such events in a calendar year.
- 8.10 Public Information and Community Outreach. FRANCHISEE will implement an education system for all residents and commercial customers at no additional cost to the CITY. Specifically, but not by way of limitation, FRANCHISEE will develop and implement a Public Information and Community Outreach Program which educates and advertises as follows:
- 8.10.1 Develop and implement education programs regarding recycling, recycling goals and recycling laws throughout the CITY;
- 8.10.2 Describes the service that will be available to customers. This program shall be implemented within 90 days of

award of contract and continue throughout the term of the agreement:

- 8.10.3 Contains an ongoing public information program, including outreach programs to schools, service clubs, homeowners associations, the Chamber of Commerce and the business community. The public information program shall include, but shall not be limited to information on recycling services available from FRANCHISEE;
 - 8.10.4 Includes an initial mailing to all customers explaining any changes in service(s), schedule(s) and other changes from the current services provided. Included with the mailer will be a convenient hanger listing the collection schedule for each service, holiday schedule which will be the same for all services, and special services and events;
 - 8.10.5 Includes a strong public information effort on recycling, which may include, but will not be limited to, community forums, videos, newsletters/flyers, and other items;
 - 8.10.6 Advertisements in local newspapers regarding what material should be put in each container (commingle/green waste recycling);
 - 8.10.7 Mail recycling brochures (bi-lingual) to all single-family residents bi-annually;
 - 8.10.8 Provide the CITY and the CITY's billing department with the recycling brochures with community mailers;
 - 8.10.9 Implement recycling education in all schools for teachers, staff and students;
 - 8.10.10 Provide the CITY with education materials as necessary or appropriate; and
 - 8.10.11 Provides all materials in English and Spanish.
- 8.11 Battery Pick Up. Used batteries are considered hazardous and are not allowed in garbage containers. FRANCHISEE may provide an on call vehicle battery pick up at curbside.
- 8.12 Rent-a-bin. FRANCHISEE shall provide rent-a-bin 3 cubic yard services with a seven (7) day delivery pick up and dump for the rate set forth in Exhibit "A".
- 8.13 Oil Recycling. FRANCHISEE may provide monthly curbside oil collection service for residents. FRANCHISEE will work with Fresno County to obtain and supply containers and drain tanks.

- 8.14 Code Enforcement Clean Up. FRANCHISEE shall provide code enforcement clean ups on a monthly on-call basis. The resident and/or property owner shall be responsible for paying for the services.
- 8.15 E-Waste. Electronic waste collection shall be free for residential and commercial accounts. Said service will be on an on-call basis, with no limitations on the amount of service to be offered.
- 8.16 Overloaded Container Program. Seasonally, drivers shall document and report increases and decreases in use of the commercial and residential bins, and FRANCHISEE shall use this information to amend pick-up times and service container sizes to accommodate the changes in service needs. FRANCHISEE shall notify CITY whenever such a change in service is initiated, to allow proper billing service is conducted.

9. Recycling Plans; Green Waste and Recycling Drop-off Center; Recycling Plans. FRANCHISEE, in the performance of its obligation pursuant to this Agreement, shall comply with any and all provisions of any recycling plan or plans or programs (collectively "Plan") issued by the CITY during the term or terms of this Agreement, and work diligently with the CITY toward meeting all of the CITY recycling goals and mandates, legislative or otherwise, currently established and any future requirements. Without limiting the generality of the foregoing, FRANCHISEE shall use its best efforts to assist the CITY in achieving compliance with the California Integrated Waste Management Act of 1989. This assistance to the CITY will include provision of information regarding all inclusive recycling through the FRANCHISEE's designated recycling coordinator at all State and local meetings and including all annual reporting and supporting documents.

- 9.1 Green Waste. FRANCHISEE shall specify the method of recycling green waste for a beneficial purpose consistent with acceptable practices (meeting CITY, County, State and Federal laws and regulations) to allow the CITY to take credit for solid waste diversion. The CITY's order of preference for disposal of green waste is:
 - 9.1.1 Bio-mass generation; or
 - 9.1.2 Alternative land-fill cover, and
 - 9.1.3 Composting (optional).

Contaminated green waste will be the responsibility of FRANCHISEE and will be disposed of in a manner consistent with CITY, County, State and Federal laws and regulations. If the green waste is composted, FRANCHISEE will provide a means for Mendota residents and businesses to secure composted green waste.

9.2 Recycling Drop-off Center. FRANCHISEE will continue the operation of a recycling drop-off center at its current location at the City's Corporation Yard on Second or Naples Streets, at no additional charge. FRANCHISEE will be responsible for providing an adequate number of appropriate containers for the materials collected, signage identifying the materials accepted at the site and those not accepted and the containers for disposal of those materials. FRANCHISEE shall maintain the center to provide a visually acceptable appearance, and timely disposal of the materials collected.

10. Operational Standards and Conduct of Services. The FRANCHISEE shall conduct its operations in a manner so as to cause as little inconvenience as possible to the CITY and the public, and to that end, the following rules shall be observed.

- 10.1 FRANCHISEE shall use its best efforts to hire local collection and office personnel and develop environmental workshop programs for high school students. FRANCHISEE shall also use its best efforts to hire the current drivers servicing the CITY.
- 10.2 FRANCHISEE shall prepare and distribute customer information annually, describing the range of services available;
- 10.3 FRANCHISEE shall conduct annual and random account service audits and provide reports to the CITY for billing reconciliation;
- 10.4 FRANCHISEE shall maintain all of its properties, vehicles, facilities, and equipment in a good, safe, neat, clean and operable condition at all times. Specifically, but not be way of limitation, FRANCHISEE shall periodically paint its commercial containers. FRANCHISEE shall maintain two-way radios in each of the collection vehicles so as to allow communications with the vehicles.
- 10.5 FRANCHISEE shall require all employees to wear clean, neat, presentable uniforms bearing suitable identification.
- 10.6 FRANCHISEE shall perform the services in a manner which shall cause the least possible interference with or annoyance to the public. All FRANCHISEE employees shall be instructed and trained to be courteous and responsive to the public.
- 10.7 FRANCHISEE shall use due care to prevent any leakage or spillage during the collection and transportation process. If garbage, waste, refuse or fluids leak or are spilled during the collection process, FRANCHISEE shall promptly clean up all such materials.
- 10.8 The CITY reserves the right to require the reassignment of an employee of FRANCHISEE.
- 10.9 All collection vehicles shall be three (3) years old or newer within sixty (60) days of the effective date of this Agreement. All vehicles used by FRANCHISEE shall be registered with the California Department of Motor Vehicles. All vehicles shall have bodies designed to prevent leakage, spillage or overflow.

- 10.10 Except as otherwise provided in this Agreement or approved in advance in writing by the CITY, FRANCHISEE shall perform the residential collection services on Tuesday, Wednesday and Thursday each week. Commercial collection services shall be performed Monday through Saturday. Collection of refuse, garbage and recyclable materials must be made between the hours of 6:00 a.m. and 7:00p.m. No collections may be made outside of the foregoing hours or on Sunday, unless the collections are required under emergency conditions and if approved in advance by the City Manager or his or her designee.
- 10.11 Holidays observed by FRANCHISEE shall coincide with the holidays observed at the American Avenue Landfill. Those holidays currently are New Year's Day, Labor Day, Memorial Day, 4th of July, Thanksgiving and Christmas. Holiday collection schedules shall be approved in advance by the City Manager. Unless otherwise approved by the City Manager, collections normally scheduled for the date on which a holiday occurs shall be completed the next day.
- 10.12 FRANCHISEE will report to the CITY all tonnages picked up for both recycling and garbage. FRANCHISEE's report shall set forth
 - 10.12.1 All solid waste tonnages for residential, commercial, roll off and special events; and
 - 10.12.2 All recycling tonnages for residential, green waste, residential commingle, commercial and school recycling. All trucks will be weighed separately with only materials from the CITY. Also FRANCHISEE will handle all CIWMB (AB 939) reporting and be the liaison for the CITY.
- 10.13 After a waste receptacle has been emptied into a solid waste truck, it shall be replaced in an upright position at the place where presented for collection.
- 10.14 Waste receptacles shall not be thrown from a truck to the ground, but placed on the ground in a manner that will prevent damage to the receptacles. FRANCHISEE shall take all steps necessary to ensure that the receptacles are handled by its employees and agents in a reasonable manner so as to prevent damage and destruction.
- 10.15 FRANCHISEE shall have and maintain communications with the public by a local or toll-free phone number which shall be staffed by its personnel or which shall have message receiving capabilities during the term of the Agreement.

11. Service Requests. FRANCHISEE will have a manager dedicated to handling service requests for the entire CITY. The manager will be in direct contact with CITY employees and all customer requests will be serviced within forty-eight (48) hours. FRANCHISEE will use a three carbon copy work order request form. The CITY will receive a copy and FRANCHISEE will retain a copy for its records and account history. The third copy will be provided to the customer.

12. Complaint Procedure. FRANCHISEE shall be obligated to take all necessary and appropriate steps to satisfy customer service complaints. FRANCHISEE shall maintain a complaint log, in a form approved by the City Manager. If a particular complaint is not amicably resolved, the matter may be referred by the FRANCHISEE or by the customer to the City Manager. The City Manager, or the City Manager's designee, shall take such steps as may be necessary to conduct an adequate investigation of the circumstances surrounding complaint, and based thereon, resolve the dispute. The City Manager's decision shall be binding upon the parties to the dispute and shall be final and conclusive.

13. Status of FRANCHISEE. FRANCHISEE, for all purposes, shall be deemed to be an independent contractor and shall conduct its operations pursuant to the provisions of this Agreement in that capacity.

14. Insurance Coverage. FRANCHISEE shall maintain, at all times during the term of this Agreement, insurance as described below.
 - 14.1 Worker's compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 14.2 Employer's Liability Insurance of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
 - 14.3 Comprehensive general liability insurance covering bodily injury, personal injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000.00) or an amount approved by the City Manager, per occurrence. Such insurance shall include products/completed liability, broad form property damage, and explosion and collapse and underground hazard coverage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 14.4 Comprehensive vehicle liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) or an amount approved by the City Manager, per occurrence. The insurance shall include coverage for owned, hired, and non-owned vehicles, including any vehicles garaged or stored on CITY property.
 - 14.5 The following endorsements shall be required on each policy of insurance:
 - 14.5.1 Additional insureds: "The CITY of Mendota, its elective and appointive boards, officers, officials, agents, volunteers, and employees are added as additional Insureds with respect to the subject matter and performance of this Agreement."

14.5.2 Primary coverage: "The policy and coverage as is afforded hereunder to the CITY of Mendota, its elective and appointive boards, officers, officials, agents, volunteers, and employees shall be primary insurance and not contributing with any other insurance or self-insurance maintained by the CITY. Any insurance or self-insurance maintained by the CITY, its boards, officers, officials, agents, volunteers or employees shall be excess of FRANCHISEE's insurance and shall not contribute with it."

14.5.3 Notice: "This policy shall not expire or terminate nor shall it be cancelled or the coverage reduced unless and until after thirty (30) days advance written notice is given the CITY by certified mail, return receipt requested ."

14.6 The City Manager shall have the right of approval of insurance carriers issuing policies pursuant to this Agreement. FRANCHISEE shall file with the City Clerk properly executed certificates of insurance in a form approved by the City Attorney of the CITY, contemporaneously with execution of this Agreement and promptly upon any future request by the CITY. The Certificates shall clearly evidence the existence of all coverage required under this Agreement. FRANCHISEE shall replace the certificates for policies expiring prior to the termination or expiration of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the required coverage at any time.

If FRANCHISEE, for any reason, fails to maintain any insurance coverage required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The CITY, at its sole option, may immediately terminate this Agreement and obtain all damages and costs from the FRANCHISEE resulting from the breach. Without waiving any of its rights or affecting FRANCHISEE's breach of this Agreement, the CITY may, but is not required to, purchase the required insurance coverage on behalf of FRANCHISEE and immediately, upon notice, FRANCHISEE shall reimburse the CITY for all costs and expenses for obtaining such coverage, including all premium costs advanced by the CITY for insurance coverage.

15. Indemnity. FRANCHISEE agrees to protect, defend, indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, liabilities, expenses and damages of any nature whatsoever, including attorney fees and costs, for injury to, or death of, any person, and for injury or damage to any property, including consequential damages of any nature, arising out of or in any way connected with the performance of this Agreement by, or on behalf of FRANCHISEE, including damages resulting, or allegedly resulting

- 15.1 from concurrent, but not sole, negligence by act or omission of the CITY, its elective or appointive boards, officers, agents or employees in connection with supervision or direction of the work, and
- 15.2 from violation of any statute, law regulation, or other legal requirement concerning a safe and healthful place of employment for workers and
- 15.3 from a violation of federal, state or local statutes and regulations, including but not limited to, those pertaining to the environment or hazardous waste such as the Comprehensive Environmental Response Compensation and Liability Act of 1998 (CERCLA).

The foregoing shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, including but not limited to, attorney's fees and costs, by reason of the operations of FRANCHISEE, regardless of whether or not any insurance policies shall have been determined to be applicable to any of the damages or claims for damages. The CITY does not, and shall not, waive any rights against FRANCHISEE which it may have by reason of this Section or any other provision of this Agreement because of the acceptance by the CITY or the deposit with the CITY by FRANCHISEE of any of the insurance policies required by this Agreement.

16. Bond. FRANCHISEE shall secure and maintain throughout the term of this Agreement, or any extensions thereof, a performance bond from a surety licensed to do business in California and approved by the CITY in the sum of \$50,000 conditioned upon the faithful performance of this Agreement.

17. Assignment. FRANCHISEE shall not assign any of its obligations imposed pursuant to the provisions of this Agreement without the prior written consent of the City Council of the CITY expressed by resolution. The consent of the CITY Council shall not be unreasonably withheld, provided that in determining whether or not to consent to such assignment, the CITY Council may consider all relevant factors, in its sole discretion including, but not limited to, the qualifications, experience and financial responsibility of the prospective assignee. For purposes of this Agreement, a change in fifty percent (50%) or more of the ownership or voting power of FRANCHISEE shall be deemed to be an assignment.

18. Default by FRANCHISEE; Costs; Damages; and Termination.

- 18.1 Temporary Default. If FRANCHISEE, for any reason, ceases or fails to perform the services in accordance with the provisions of this Agreement or applicable laws, regulations or ordinances, the City Manager may take any and all steps which are necessary or appropriate, in the City Manager's sole discretion, to temporarily provide the services by the CITY or other entities engaged by the City Manager. The CITY shall be entitled to provide such services and thereafter charge FRANCHISEE for all of the costs and expenses of such services including, but not limited to, administrative overhead, determined in accordance with the CITY's standard accounting practices.

18.2 Termination.

18.2.1 Termination for Cause. Since the performance contemplated herein affects the public health, safety and welfare of the residents of the CITY, the CITY may terminate this Agreement immediately upon written notice based on FRANCHISEE's breach of any material provision or failure to perform hereunder according to applicable laws or this Agreement. Provided, however, the CITY, in its sole discretion, may provide FRANCHISEE with an opportunity to correct the default within a period not to exceed five (5) working days or such longer time as FRANCHISEE demonstrates is reasonably necessary to correct the breach, provided FRANCHISEE diligently proceeds to cure the breach to completion. If the breach is not cured within the time specified, if any, this Agreement shall be deemed terminated.

18.2.2 Other Termination. At any time during the term of the Agreement, the CITY may exercise the right to terminate the Agreement without cause by notifying the FRANCHISEE in advance of its intention to exercise this buy-out provision. Upon such a termination without cause pursuant to this subparagraph, the price of the buy-out will be based on the profit value of the remaining Agreement term and shall be discounted to present value.

18.2.3 Damages. In addition to the damages and costs it is entitled to pursuant to Section 19.1, the CITY shall be entitled to its actual damages resulting from any breach or default by Franchisee including, but not limited to, all costs incurred by the CITY in obtaining a new franchisee; all costs incurred in providing the services after the effective date of the termination until a new exclusive Franchise Agreement has been executed and is in full force and effect; all increased costs during the remaining term of this Agreement and all of the CITY's administrative overhead costs incurred as a result of the termination, including, but not limited to, fees for the CITY's attorney's services. Upon receipt of an invoice for the costs, expenses and damages, the FRANCHISEE shall pay the same to the CITY within a period of ten (10) days.

19. Vehicle Inventory. FRANCHISEE shall annually furnish the City Manager with an inventory of vehicles used by the FRANCHISEE in the performance of services hereunder, and shall update the inventory as changes in equipment are made. The inventory shall include the type and capacity of each vehicle, the number of vehicles and in the case of vehicles acquired by FRANCHISEE after the commencement of this Agreement, the date of acquisition.

20. Replacement Vehicles. The City Manager may instruct the FRANCHISEE to cease using, and FRANCHISEE shall not use, any motor vehicle in the performance of services hereunder which the City Manager reasonably believes is unsafe or which does not comply with the provisions of this Agreement or any applicable law, regulation or ordinance.
21. Care and Maintenance of Collection Containers. FRANCHISEE, at FRANCHISEE's cost, shall be responsible for the care, maintenance, repair and replacement of all collection containers during the term of this Agreement. Should FRANCHISEE notice, or receive notice, that any collection container is in need of maintenance, repair, or replacement FRANCHISEE shall promptly perform the maintenance, repair and/or replacement. FRANCHISEE shall also be responsible for keeping the collection containers reasonably clean.
22. Contamination of Containers. The FRANCHISEE shall have the authority to initiate enforcement proceedings against a customer for non-compliance of proper separation of solid waste materials into the designated recycling containers. The FRANCHISEE shall leave a notice on the customer's container, notifying the customer of non-compliance. A fine will be imposed for each container that is improperly used. All fines shall be collected through City utility billing, and paid to contractor. The fines are as follows:
- 22.1 Residential Contamination Fees.
 - 22.1.1 1st offense: Seven Dollars (\$7.00)
 - 22.1.2 2nd offense: Twenty Dollars (\$20.00)
 - 22.1.3 3rd and each subsequent offense: Fifty Dollars (450.00)
 - 22.2 Commercial Contamination Fees. Twenty-five Dollars (\$25.00)
23. Replacement of Containers. The FRANCHISEE shall replace containers at no additional cost. Any individual part or entire container due to normal wear and tear by customer or if the container is damaged by FRANCHISEE. If repair, maintenance, painting, or replacement is required as a result of customer abuse, neglect, fire, or misuse, the FRANCHISEE shall be entitled to charge the customer a fee.
- 23.1 Replacement of Automated Cart: \$55.00 per container.
 - 23.2 Refurbish of Commercial Container: \$105.00 (lids, paint, labor, repair).
24. Reporting Requirements. FRANCHISEE shall report to the CITY as provided below.
- 24.1 Refuse, Green Waste and Recycling Services. FRANCHISEE will provide monthly reports to the CITY on the status and breakdown of the services provided under the Agreement in the basic categories herein listed. FRANCHISEE may propose report formats that are responsive to the subject matter of the report. The information listed below shall be the

minimum reported for each service. FRANCHISEE may provide such other information as FRANCHISEE deems beneficial to CITY and FRANCHISEE in analyzing and reviewing results of service provided under the Agreement in addition to the information set forth below. FRANCHISEE shall also provide the CITY with such other information and documentation as may be requested from time to time.

24.1.1 Number of accounts by category shown for each month reported.

24.1.2 Tonnage collected summaries in tons by type of waste (refuse, green waste or recyclables). All trucks will be weighed separately with only materials from the CITY.

24.1.3 Complaint summary, for month and cumulative for report year, including breakdown of complaints by type of service.

24.1.4 Narrative summary of problems encountered and actions taken with recommendations for the CITY, as appropriate.

24.2 AB 939. The CITY's Source Reduction and Recycling Element (SRRE) of the County's Integrated Waste Management Plan was adopted by the City Council on April 13, 1993. The SRRE described plans to divert 50% of the waste stream by the year 2000. This goal was to be accomplished by implementing a curbside recycling program, a green waste collection program and by amending the base year to 1999 in 2002. FRANCHISEE will handle all CIWMP (AB 939) reporting and serve as the liaison for the CITY. Specifically, but not by way of limitation, FRANCHISEE will provide quarterly reports to the CITY on the volume and type of waste diverted in compliance with AB 939. Reports shall include but not be limited to the following:

24.2.1 Recyclable material collected, by type of waste generator, in tons, by type of material.

24.2.2 Tonnage summaries by type for all green waste, wood and other yard waste recycled into compost, mulch and recycled materials.

24.2.3 Report on destination of recyclable materials.

24.2.4 Material sales – sales statement showing kinds of material, quantities collected, gross revenue per ton and net sales revenue.

24.3 Household Hazardous Waste Representation. FRANCHISEE shall represent CITY at any and all committee meetings and other organizations oriented towards addressing Household Hazardous Waste (HHW) in Fresno County that would provide such disposal services to the residents of CITY. FRANCHISEE shall report the progress, material, and discussion that occurs at such meetings and informational media. Any services or operations that would enhance the access of the residents of CITY to HHW disposal shall be relayed to CITY, and discussion about

service levels related to this type of service shall be entered into between FRANCHISEE and CITY.

25. Operating Facilities. FRANCHISEE shall provide information to the CITY about the operating facilities proposed to be used, including but not limited to, the following:
 - 25.1 Location for equipment and personnel staging; and,
 - 25.2 Office location(s) for customer service, public information and community outreach, and administration.

26. Location of New Facility. FRANCHISEE shall seek the advice and approval of the City Manager prior to consummation of a purchase or lease of real property to be used for a recycling facility or other solid waste facility.

27. Non-Waiver. It is expressly agreed that the CITY's failure to terminate this agreement for any violation or failure to perform by FRANCHISEE shall not be construed as a waiver of any provisions herein.

28. Attorney's Fees. Should litigation, including arbitration, be reasonably required to enforce any of the provisions of this Agreement, the prevailing party in such litigation shall be entitled to receive an award of attorney's fees in such amount as may be set in the discretion of the Court.

29. Notices. Notice given pursuant to this Agreement shall be in writing, and shall be given by personal service upon the party to be notified, or by United States Postal Service or its lawful successor, postage prepaid, addressed as follows:

To the CITY:	To FRANCHISEE:
City Manager, City of Mendota	Mid-Valley Disposal, Inc.
643 Quince Street	P.O. Box 12385
Mendota, CA 93640	Fresno, CA 93777

- Notice shall be deemed to have been given hereunder as of the date of personal service, or four (4) consecutive calendar days following the date of deposit of the same in the custody of the United States Postal Service.

30. Governing Law. It is understood and agreed by the parties hereto, that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement.

31. Binding Effect of Agreement. This Agreement shall be binding upon the parties hereto and upon all of their lawful successors in interest.

WHEREFORE, this Agreement is dated for reference purposes and is effective as of the date set forth above, notwithstanding the date of execution.

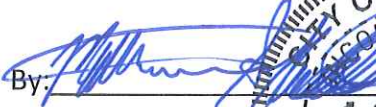
CITY OF MENDOTA, a municipal corporation


"FRANCHISEE"
Mid-Valley Disposal, Inc.
A California corporation

By: 
Robert Silva, Mayor

By: 
Joseph Kalpakoff, President

ATTEST:

By: 
Matt Flood, City Clerk



By: 
Natalie Kalpakoff, Secretary

APPROVED AS TO FORM:

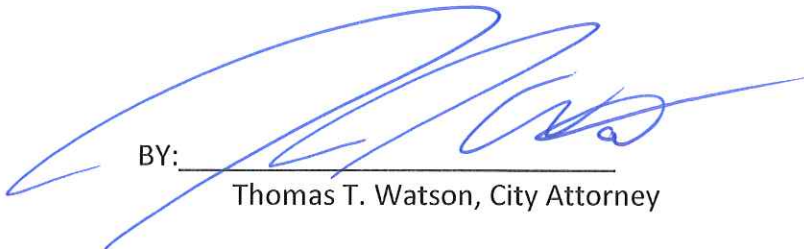
BY: 
Thomas T. Watson, City Attorney

EXHIBIT A

Garbage Service	Mid-Valley Disposal Rate
RESIDENTIAL SERVICE	
3 Carts	\$12.30
Senior	\$10.10
Extra Cart	\$5.10
Bulky collection for miscellaneous appliances and furniture at curbside	Fees to cover disposal costs
Second container charge per resident	\$8.00
Extra pick-up/go back fee	\$5.00
Locking lid bin	One-time charge of \$25.00 (customer provides own lock and key)
COMMERCIAL/INDUSTRIAL SERVICE	
Commercial 96 Gallon	\$24.00
1 Yard Bin	\$59.60
2 Yard Bin	\$72.20
3 Yard Bin	\$89.10
4 Yard Bin	\$101.70
6 Yard Bin	\$126.00
2 Pick-ups Per Week Service	
1 Yard Bin	\$93.50
2 Yard Bin	\$118.90
3 Yard Bin	\$160.10
4 Yard Bin	\$177.00
6 Yard Bin	\$221.40
3 Pick-ups Per Week Service	
1 Yard Bin	\$127.40
2 Yard Bin	\$171.90
3 Yard Bin	\$218.40
4 Yard Bin	\$256.50
6 Yard Bin	\$327.40
Roll-off Bin Rates	
Delivery	\$35.00
Service	\$180
7-day rental	\$10 per week
Rent-a-bin (all-inclusive)	\$70

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MEMBERS OF THE CITY COUNCIL
FROM: MATT FLOOD, PLANNING AND ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CONSIDERATION OF ORDINANCE PERMITTING OFF-SITE TEMPORARY SIGNS.
DATE: JUNE 9, 2015

BACKGROUND

The City Council and Planning Commission have recently been discussing and considering requests from local business owners and interested community members regarding the prohibition of off-site signs and any alternatives that could be considered to allow such for commercial marketing purposes.

The culmination of these discussions resulted in the City Council requesting staff to draft an ordinance that Council could analyze and consider regarding an allowance for temporary signs for specific uses. The ordinance was drafted and, consistent with State law that requires a change in the zoning code to be brought before the Planning commission, presented at the regular Planning Commission meeting of May 19th for input and recommendation. After discussion and a public hearing, the recommendation of the Planning Commission was that Council not adopt the ordinance, leaving the code as it pertains to signs as it presently exists.

Attached is Ordinance No. 15-09 for Council discussion and consideration, which consists of two principal parts:

1. Section 1 creates a definition of an off-site temporary sign in the zoning code (added to definitions in MMC subsection 17.04.110[C]); and
2. Section 2 creates a process and regulations for permitting an off-site temporary sign in the general property development standards (added to subsection 17.88.010[A][11]).

Staff, Council and the Planning Commission has discussed on various occasions how anything more permissive related to signs could create a poor image for the community, as the potential for blight (in the form of poor quality signs, deteriorating signs, a large amount of signs in one place, etc.) would be high.

However, staff also has serious concerns regarding the proposed ordinance. Cleanliness and sign deterioration could still be a factor, and businesses may not find it worth their

time and resources to apply for a sign that would have such a narrow scope of use. This certainly would not fulfill the wishes of the businesses that brought forth this complaint in the first place.

As this body will recall, staff recently conducted a survey of cities in California and found that Mendota's current policy on off-site signs is consistent with the great majority. This is because it is proven to promote a neat, clean, and aesthetically pleasing community.

Therefore, staff concurs with the Planning commission's recommendation to remain consistent with contemporary urban planning practice, which discourages off-site signs.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Staff recommends that the City Council take no action on this item, preserving the current code as it relates to off-site signs.

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
SECTIONS 17.04.110 AND 17.88.010 OF
THE MENDOTA MUNICIPAL CODE
RELATED TO THE ESTABLISHMENT
AND REGULATION OF OFF-SITE
TEMPORARY SIGNS**

ORDINANCE NO. 15-09

The City Council of the City of Mendota does hereby ordain as follows:

Section 1. The following definition is added to Subsection (C) of Section 17.04.110 of Chapter 17.04 of Title 17 of the Mendota Municipal Code:

“Off-Site Temporary Sign” means a sign that is installed, erected, or displayed on a site other than where the business being advertised is located and in conjunction with the opening or establishment of a new business.

Section 2. Subsection (g) of Subsection (11) of Subsection (A) of Section 17.88.010 of Chapter 17.88 of Title 17 of the Mendota Municipal Code is hereby added to read as follows:

g. Off-site temporary signs may be permitted in a non-residential district for a maximum of 30 days, subject to the following regulations:

- i. A sign permit is obtained from the planning department prior to the installation of such a sign, via a completed sign application, a graphical color rendering of the sign, and written permission of the owner of the property upon which the sign is to be placed.**
- ii. The content of such a sign contains only the name, address, phone number, website, hours of operation, and logo of the business.**
- iii. It is composed of a wood, plastic, banner, flag or similarly durable material.**
- iv. The maximum size of such a sign is 50 square feet.**
- v. Only one such sign is allowed per new business.**

Section 3. The City Council of the City of Mendota hereby finds that the amendments contained herein solely constitute changes to regulations, and do not authorize or approve any development or physical changes. As such, they have no potential to significantly affect the environment, and

are therefore not subject to the California Environmental Quality Act (CEQA) as indicated in CEQA Guidelines §15061(b)(3).

Section 4. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Mendota City Council hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional.

Section 5. Within fifteen (15) days of the adoption of this Ordinance, a summary thereof, including the names of the City Council Members voting for and against it, shall be prepared by the City Attorney for publication in the *Firebaugh-Mendota Journal*, and a certified copy of the Ordinance shall be posted in the office of the City Clerk.

Section 6. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

* * * * *

The foregoing ordinance was introduced on the 9th day of June, 2015 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 23rd day of June, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

Meggin Boranian, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, PLANNING & ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: PUBLIC HEARING FOR ORDINANCE NO. 15-07 CODIFYING THE PARCELS INCLUDED IN THE ECONOMIC INCENTIVE ZONE (EIZ) OVERLAY DISTRICT
DATE: JUNE 9, 2015

BACKGROUND

Council performed the first reading of this ordinance at its May 26th regular meeting.

As stated then, this ordinance codifies the official map that contains all of the properties that will be included in the Economic Incentive Zone (EIZ) Overlay District.

Attached is Ordinance 15-07, which includes Exhibit A, a list of the properties by their Assessor's Parcel Number (APN), and Exhibit B, the actual map outlying the specific properties included.

FISCAL IMPACT

None.

RECOMMENDATION

Council conduct the public hearing, perform the second reading of, and adopt Ordinance No. 15-07.

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ADOPTING
THE OFFICIAL MAP OF THE ECONOMIC
INCENTIVE ZONE (EIZ) OF THE CITY
OF MENDOTA**

ORDINANCE NO. 15-07

WHEREAS, at a regular meeting held on April 28, 2015 the Mendota City Council adopted Ordinance No. 15-05, establishing the Economic Incentive Zone (EIZ) Overlay District and adopted Resolution No. 15-33 to delineate the parcels intended to be included within said district; and

WHEREAS, the City Council wishes to codify the parcels included in the EIZ by ordinance.

The City Council of the City of Mendota does hereby ordain as follows:

Section 1. The Official Map of the Economic Incentive Zone is hereby established, comprising the Assessor's Parcel Numbers attached herein as "Exhibit A".

Said Assessor's Parcels are also illustrated within Exhibit "B" to this Ordinance.

Section 2. The City Council of the City of Mendota hereby finds that the amendments contained herein solely constitute changes to regulations, and do not authorize or approve any development or physical changes. As such, they have no potential to significantly affect the environment, and are therefore not subject to the California Environmental Quality Act (CEQA) as indicated in CEQA Guidelines §15061(b)(3).

Section 3. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Mendota City Council hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional.

Section 4. Within fifteen (15) days of the adoption of this Ordinance, a summary thereof, including the names of the City Council Members voting for and against it, shall be prepared by the City Attorney for publication in the *Firebaugh-Mendota Journal*, and a certified copy of the Ordinance shall be posted in the office of the City Clerk.

Section 5. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

* * * * *

The foregoing ordinance was introduced on the 26th day of May, 2015 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 9th day of June, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

Meggin Boranian, City Attorney

EXHIBIT A

Assessor's Parcel Numbers Economic Incentive Zone (EIZ)

012-190-21	013-161-10	013-251-09	013-224-14	013-132-14	013-191-19
012-190-36	013-161-11	013-224-11	013-225-11	013-132-03	013-191-10
013-152-02	013-161-12	013-173-01	013-225-15	013-132-13	013-191-18
013-152-04	013-161-13	013-173-02	013-221-06	013-132-11	013-192-02
012-190-31	013-193-01	013-181-22	013-124-08	013-133-08	013-192-03
013-152-03	013-193-02	013-181-03	013-143-08	013-153-01	013-192-04
013-152-09	013-193-03	013-181-24	013-143-09	013-133-09	013-153-04
013-152-19	013-193-04	013-185-05	013-132-04	013-142-05	013-153-08
013-152-18	013-193-05	013-185-07	013-121-01	013-142-07	013-162-02S
012-190-33	013-161-08	013-185-08	013-151-16	013-143-11	013-162-06S
012-190-32	013-161-07	013-183-01	013-133-05	013-144-06	013-162-12S
013-152-10	013-161-06	013-183-15	013-123-12	013-153-02	013-162-08S
013-162-20	013-173-03	013-183-05	013-123-09	013-143-07	013-162-10S
013-161-15	013-173-04	013-183-06	013-133-07	013-144-05	013-162-16S
013-161-02	013-173-16	013-194-01	013-151-13	013-192-01	013-162-18S
013-161-14	013-173-17	013-194-18	013-143-10	013-151-05	013-152-20S
013-161-03	013-244-17	013-194-22	013-133-06	013-153-03	013-162-19S
013-161-04	013-244-15	013-255-01	013-151-12	013-221-07	013-162-17S
013-244-07	013-172-01	013-255-07	013-124-04	013-221-08	013-162-09S
013-161-05	013-172-02	013-253-01	013-124-05	013-222-01	013-244-13S
013-161-09	013-172-03	013-242-04	013-151-09	013-222-14	013-061-01S
013-244-16	013-172-04	013-242-05	013-124-07	012-190-63	013-123-08S
013-253-27	013-172-05	013-251-08	013-151-08	012-190-62	013-142-10S
013-142-08S	013-142-09S	013-221-09	013-224-05	013-224-13	013-224-13S
013-244-17	013-222-02	013-194-02	013-191-09		

EXHIBIT B



0 300 600
Feet



EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

286 W. Cromwell Ave.
Fresno, CA 93711
(559) 449-2700

Economic Incentive Zone
City of Mendota

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, PLANNING & ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CODE ENFORCEMENT REPORT FOR MAY 2015
DATE: JUNE 9, 2015

In the month of May the Code Enforcement Department continues to focus on weed abatement and other public nuisances, businesses that do not have a business license or are otherwise operating illegally, and water conservation.

We also continue to educate the public on other various code violations that exist that are not as prevalent. Some of these include business operations that block the public right-of-way, illegal storage of campers and RV's, illegally parked vehicles (including in stalls reserved for the handicapped), and yard sale violations.

Code Enforcement is also in the process of taking the initial steps necessary to alleviate certain problems that have plagued the City of Mendota for a long time. The forthcoming reports and analyses regarding these problems will aim to create long-term, consistent methods for dealing with these issues, and will principally consist of, and be useful for, education and outreach purposes.

These include the storage, placement and handling of garbage bins and dumpsters, illegal residences such as campers, RV's, sheds, and other substandard buildings, and the proliferation of illegal businesses and signs, among other things. Staff will provide periodic updates on the progress related to these projects and input and action from the public are imperative to their success.

Attached is the monthly update on citations and written notices given out during the month of May.

MAY 2015

Address	Type of Case	1st Notice	2nd Notice	Deadline	Status
755 RIO FRIO	PARKING ON LAWN	5/4/2015			CITED
230 MCCABE ST	PARKING ON LAWN	5/5/2015			CITED
318 GOMES	CVC 22500a PARKED OVER 18'	5/5/2015			CITED
108 ROWE ST	WATER CONSERVATION	5/6/2015			WRITTEN WARNING
200 ESPINOSA ST	WATER CONSERVATION	5/6/2015			WRITTEN WARNING
216 ESPINOSA ST	WATER CONSERVATION	5/6/2015			WRITTEN WARNING
500 BLACK AVE	WATER CONSERVATION	5/6/2015			WRITTEN WARNING
623 LOZANO ST	PARKING ON LAWN	5/6/2015			CITED
626 DE LA CRUZ	PUBLIC NUISANCE	5/8/2015			CLEARED
645 LOZANO ST	WATER CONSERVATION	5/11/2015			WRITTEN WARNING
Empty lot on Juanita by 8th St	WEED ABATEMEMENT	5/11/2015	6/1/2015	6/16/2015	EXTENSION
Empty lots on De La Cruz	WEED ABATEMEMENT	5/11/2015	5/31/2015	6/14/2015	EXTENSION
685 LOLITA	ILLEGAL TRUCK PARKING	5/11/2015			CITED
280 BLACK AVE	PARKING ON LAWN	5/11/2015			CITED
557 I ST	PUBLIC NUISANCE	5/12/2015			CLEARED
325 MARIE	NO VISIBLE PLACARD	5/12/2015			CITED
200 DERRICK AVE	WEED ABATEMEMENT	5/13/2015		6/2/2015	PENDING
866 OLLER ST	WEED ABATEMEMENT	5/13/2015		6/2/2015	PENDING
836 OLLER ST	WEED ABATEMEMENT	5/13/2015		6/2/2015	PENDING
3657 W. SHAW AVE	NO BUSINESS LICENSE	5/14/2015			CITED
772 TULE ST	WEED ABATEMEMENT	5/17/2015		6/6/2015	PENDING
EMPTY LOT ON UNIDA BY 778	WEED ABATEMEMENT	5/17/2015		6/6/2015	PENDING
790 TULE ST	WEED ABATEMEMENT	5/17/2015		6/6/2015	PENDING
1716 6TH ST APT #1	NO VISIBLE PLACARD	5/17/2015			CITED
280 BLACK AVE	PARKING ON LAWN	5/11/2015			CITED
1143 JENNINGS	PARKING ON LAWN	5/19/2015			CITED
286 J ST	YARD SALE SIGNS	5/22/2015			CITED
307 BLANCO	ILLEGAL TRUCK PARKING	5/22/2015			CITED
1840 7TH ST	SHOPPING CARTS	5/20/2015			WRITTEN WARNING
623 LOLITA	PARKING ON LAWN	5/22/2015			CITED
BUDGET MOBILE	NO BUSINESS LICENSE	5/22/2015			CITED
ASSURANCE WIRELESS	NO BUSINESS LICENSE	5/21/2015			CITED
TRUE CONNECT	NO BUSINESS LICENSE	5/20/2015			CITED

MAY 2015

150 ROWE	WATER CONSERVATION	5/25/2015			WRITTEN WARNING
280 BLACK AVE	NO BUSINESS LICENSE	5/27/2015			CITED
B & V COMMUNICATIONS	NO BUSINESS LICENSE	5/27/2015			CITED
960 OLLER	OBSTRUCTION OF CITY SIDEWAL	5/29/2015			CITED



Mendota Police Department Memorandum

Date: June 1, 2015
To: Vince DiMaggio, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for May 2015

Significant Cases:

During a bicycle stop at Smoot and Sorenson officers found the subject to be on probation. A search located a syringe. The subject was cited and released.

During a bicycle stop at 9th and Marie the subject reached into his pocket and removed a glass pipe, which he promptly smashed on the road. Subject admitted the pipe was for smoking drugs. He was cited and released.

Four subjects were contacted at the Pool Park. All four were associated with a local gang. One was cited for open container and all were FI'ed.

Subject stopped at Divisadero and Lolita for riding his bicycle in violation of the vehicle code. Upon contact the subject was uncooperative and would not remove his hands from his pockets. After making furtive movements interpreted as a possible threat officers physically detained the subject. Upon searching him a concealed dagger was found. He was arrested and transported to Jail.

Citizen flagged down officers on Pucheu and reported an unknown subject was in his residence. Officers located a male subject hiding in the kitchen. He exhibited signs of drug intoxication. A pipe and Methamphetamine was located in his possession. Due to his level of intoxication he was transported to CRMC by EMS. Charges are pending.

Subject check at 2nd and Marie found the person to be in passion of an open container and intoxicated. He was cited and turned over to a sober family member.

Subject stopped for riding his bicycle in violation of the vehicle code. He became angry with the officer for stopping him and approached him in a threatening manner. The subject

resisted officers when they attempted to detain him. He was taken into custody, cited and released.

Vehicle stop at Hwy 33 and Belmont with two subjects inside. During the stop officers noticed gambling machines in the back seat of the vehicle. During a consent search officers located \$3,500.00 in cash. The machines were determined to be illegal. Money and machines were seized. Both subjects were arrested and transported to Jail. Sheriff's Office Vice unit notified.

Subject check found to be in possession of a meth pipe. He was cited and released.

Subject check found to be in possession of a meth pipe and had an outstanding warrant for his arrest. He was arrested and transported to Jail.

Disturbance at a private residence. Unwanted guest pulled a knife on the homeowner. No assault. Suspect left and was found in the area. Suspect was arrested and transported to Jail.

Subject check of a person seen trespassing at a location on Derrick Street. He was found to be in possession of a meth pipe. He admitted it was his and he used it to smoke drugs. He was cited and released.

Report of a suspicious person on 6th street. The subject reportedly was enticing a young girl with money to go with him. He then followed her to her neighborhood. He was located by officers, arrested and transported to Jail.

Officers were investigating a report of a domestic disturbance. They noticed persons matching the parties' description walking on school grounds. Upon contact the male subject became uncooperative with officers. A subsequent search located a pocket knife in his possession. He was arrested for possessing the knife on school property, cited and released.

Subjects were engaged in an argument over money. One of the subjects was found to have an outstanding warrant for his arrest. He was taken into custody, cited and released.

Subject check of a bicycle rider on Derrick by the RR tracks. He was noticed trying to hide a meth pipe. He was arrested, cited and released.

Subject located passed out at 6th and Naples. Found to be intoxicated. He was cited and released to a sober family member.

Subject check of two males at 6th and Quince. During a consent search, one of the subjects was found in possession of an illegal knife. He was arrested and transported to Jail.

Subject check of a male found to have an outstanding arrest warrant. He was cited and released.

Found child. Officers investigated and discovered the child had sneaked away from her babysitter and was walking home. Child turned over to her adult brother. Mother notified.

Vehicle stop at 2nd and Derrick. Driver found to have an outstanding arrest warrant. Driver cited and released.

Subject check on Quince Street. As officers approached the subject put items on the ground. Items were found to be an open container and meth pipe. An outstanding arrest warrant was also discovered. The subject was cited and released.

Vehicle stop at 10th and Oller. Driver found to be in possession of Methamphetamine and a meth pipe. Driver cited and released.

Vehicle check at Amador and Oxnard. Subject inside admitted to possessing a meth pipe. Subject was cited and released.

Commercial burglary at local business. Owner identified a subject as being responsible for stealing property from the business. The subject was contacted and arrested. He was transported to Jail.

Multiple thefts from vehicles from the neighborhood including Rowe Street, Santa Cruz Street and Holmes Ave. Unknown suspects entered vehicles and removed miscellaneous items.

Two subjects smoking marijuana in a parked car by Hernandez and Gaxiola Street. Marijuana confiscated and the subjects were cited and released.

Subject check of a known gang member at 9th and Oller. Subject is on probation for auto theft and burglary. Subject is also known associate of prior auto theft suspects. He was FI'ed for information.

Subject check on Derrick Ave of known aggressive panhandler. During a consent search an illegal knife was located. Subject was arrested and transported to Jail.

Suspicious vehicle checked on Guillen Parkway. Subject contacted inside and during a consent search, Methamphetamine and a meth pipe was located inside. The subject was arrested, cited and released.

While investigating a disturbance at a residence on 2nd street, officers discovered one of the parties' had an active warrant for their arrest. The subject was arrested, cited and released.

Subject check in the alleyway of Rio Frio Street. The subject was found to be intoxicated. He was arrested, cited and released.

Disturbance at a residence on 7th Street between an intoxicated subject and others. The intoxicated subject was causing the problems. He was arrested and gave false names to officers. He was later identified via Livescan. He was transported to Jail.

Report of an intoxicated male causing a disturbance outside a business on Oller Street. Officers located the subject behind the business. As they attempted to take him into custody he resisted and fought with officers. Officers subdued him and eventually transported him to Jail.

Reports of male subjects barking like dogs behind a business on Oller Street. Officers contact two subjects matching the description. One of the subjects is a known local gang member. Both exhibited sign of intoxication and were subsequently arrested. One attempted to run from officers, but was apprehended after a short chase. Both were transported to Jail.

Report of an intoxicated subject at 7th and Stamoules Street. The subject was found to be extremely intoxicated. An outstanding warrant for his arrest was also located. He was arrested and transported to Jail.

Unwanted subject by a local business on Oller Street. A subject refused to leave the location. Manager conducted a citizen's arrest for trespassing. The subject was arrested and transported to Jail.

Trespassing at a vacant building on Derrick Street. Officers located a subject inside and in possession of burglary tools. He was arrested, cited and released.

Officers responded to reports of shots fired by 2nd and Naples. Upon arriving they located a subject had been shot multiple times, but was conscious and alert. Victim reported he was contacted by two subjects and then one pulled out a handgun. As he turned and ran from the suspects he was shot from behind. The victim was transported to CRMC where he was listed in stable condition. Follow-up is ongoing.

Report of an unwanted subject in the backyard of a residence on Lolita Street. The report was determined to be false. The reporting part is on probation and was found to be in possession of a meth pipe. He was arrested and his probation was violated. He was transported to Jail.

Subject check on Lolita Street. Officers contacted a subject who is on probation for possession of Methamphetamine and is also a known gang member. He was FI'ed for information.

Subject check on 7th street. Subject claimed to be a gang member. He was FI'ed for information.

Arrest of Auto Theft Suspect. Officers were patrolling a known auto theft area when they observed a subject attempting to enter a vehicle. Upon contact the person discarded burglary tools. He has a prior record for auto theft and is currently on probation for auto theft. He gave a story as to why he was there, which officers were able to disprove. He was eventually arrested and transported to Jail.

Officers were dispatched to an apartment on 2nd street in regards to a subject acting strangely. The person was contacted and was not be a danger to himself or others. He was FI'ed for information.

Intoxicated subject at the Los Amadores Motel. Officers located and arrested an extremely intoxicated subject. He was transported to Jail.

Intoxicated subjects in an alley off 7th street. Officers located and arrested two extremely intoxicated subjects. Both were transported to Jail.

Subject check at 11th and Quince. Male drinking a beer in public. Subject ran from officers, but was apprehended. He was issued a citation and released.

Vehicle stop at 6th and Marie. Driver found to have two active misdemeanor warrants. She was issued a citation and released.

Subject check on a bicycle on Naples Street. Rider was wearing gang related clothing. He was FI'ed for information.

Citizen reported his vehicle was stolen a few days prior. The vehicle was involved in a hit and run collision and abandoned a few blocks from the scene three days ago. This GTA report is suspicious and under investigation.

A family member attacked another with a knife. The victim was able to take possession of the knife from the suspect. No reported injuries. Suspect was arrested and transported to Jail.

Vehicle stop revealed the driver had outstanding arrest warrants. He was arrested, cited and released.

Subject check found the person had outstanding arrest warrants. He was arrested, cited and released.

Subject check revealed a meth pipe. The subject was cited and released.

Vehicle stop revealed the driver had an outstanding arrest warrant. A meth pipe and billy type club was located in his vehicle. He was arrested and transported to Jail.

Officer contacted a male subject in front of a business soliciting money from citizens. He was also found to be intoxicated. He was arrested, cited and released.

Officers contacted a subject at 5th and Marie who was found to be in possession of a stolen cell phone. He was also in possession of Methamphetamine and a meth pipe. Additionally; he was found to be on probation. He was arrested and transported to jail.

Subject check discovered a Parolee at Large Warrant on the individual. He was arrested and transported to Jail.

Subject check at 7th and Oller discovered Marijuana in the person's possession. During the investigation the subject gave false names to officers on scene. He was arrested and live scanned at MPD. He was then transported to Jail.

Vehicle stop at Marie and Divisadero. The driver was found to have two outstanding misdemeanor warrants for his arrest. He was cited and released.

Subject check by Maris and 2nd street. Subject found to have an outstanding warrant. After his ID was confirmed via Livescan, he was cited and released.

Subject check in alley by 9th and Oller. Two subjects were persons of interest in prior crimes. Both were FI'ed for information.

While on foot patrol officers conducted a patrol check at a prior suspected narcotics sales location. During the check subjects were discovered gambling with dice in an open air common area. A meth pipe was located on one of the persons. Subjects were arrested, cited and released.

Officers responded to a call of a disturbance. Upon contacting the two subjects responsible at Lolita and 7th, both admitted to having meth pipes in their possession. One of the subjects also had four active arrest warrants. Both were arrested and transported to Jail.

Subject check by Naples and 9th. Person found to have an outstanding warrant for arrest. He was identified via Livescan and then cited and released.

Several subjects were located drinking beer by the Head Start School. Officers contacted them and discovered one was very intoxicated. He was arrested and subsequently transported to Jail.

Officers were on patrol and observed a subject known to have an outstanding warrant for his arrest. When officers attempted to contact him he fled into a residence. Officers eventually

were able to contact him in the residence and arrest him on the warrant and initially resisting arrest. He was transported to Jail.

Vehicle stop for suspected DUI. The driver lied to officer by giving a false name. He was subsequently arrested for the DUI and his true identity was discovered. He was transported to Jail.

Report of a intoxicated subject on 7th Street. Officers contacted a male subject and discovered he was extremely intoxicated. He was cited and turned over to EMS for transport to CRMC.

Subject check of three males at Lolita and 6th Street. One of the subjects was found to be in possession of a meth pipe. He was cited and released.

Vehicle stop revealed the driver had outstanding warrants for his arrest. He was taken into custody and transported to Jail.

Citizen reported an intoxicated subject outside a residence pounding on the door. Officers located an intoxicated subject at the address and took him into custody. He was transported to Jail

Subject check of a male adult revealed a meth pipe in his possession. He was cited and released.

Subject check at 9th and Marie. The subject was found to have outstanding warrants for his arrest. He was arrested, cited and released.

Subject check at 7th and Marie. The subject was found to have outstanding warrants for his arrest. He was arrested, cited and released.

Vehicle stop at 9th and Oller. The driver was investigated for DUI. During the investigation it was determined he was under the influence of drugs. After his arrest, a search of the vehicle located Methamphetamine packaged for sales. He was eventually transported to Jail.

Purse theft at local business. Three unknown women went into a local business and as the clerk was distracted, one of the women stole the victim's purse. The M/O of this crime matches other purse thefts from the central valley and mid costal area. Comparisons are being made.

Verbal disturbance in progress on 8th street. One of the subjects causing was found to have an outstanding warrant for his arrest. He was arrested and transported to Jail.

Bicycle stop on Lolita and Divisadero. Rider was found to have outstanding warrants for her arrest. She was arrested and transported to Jail.

Officers on Foot Patrol on 6th Street contacted numerous subjects, three of which tossed items as officers approached. Items were discovered to be Methamphetamine and use paraphernalia. Three subjects cited and released.

During a disturbance in progress, Officers contacted the subjects and discovered one had an outstanding warrant for his arrest and the other was intoxicated. Both were eventually cited and released.

Vehicle check at Marie and Guillen Parkway discovered prostitution activity in progress. The customer was also discovered to be in possession of a concealed dagger. Both subjects were taken into custody and transported to Jail.

Vehicle check on Tuft Street. Subject found to be on parole with active warrants for his arrest. He was arrested and transported to Jail.

Officers were contacted by witnesses to report a homicide west of Firebaugh. Sheriff's Office notified and responded. The suspect was located walking along a street in Mendota and arrested by Mendota Officers. Sheriff's Homicide Detectives are handling investigation. Great team effort all around.

Patrol check outside the Head Start on Tuft Street discovered a subject in possession of a meth pipe. He was arrested, cited and released.

Vehicle stop on Blanco and Lozano discovered the driver was DUI. He was also found to have an active DUI warrant for his arrest. He was arrested, cited and released.

Assault victim contacted officers to report the incident. He was able to identify the suspect who was contacted by officers. Victim pressed charges and the suspect was arrested. The suspect was transported to Jail.

Officers were dispatched to a shots fired call by Bass and Hwy 33. They contacted a male subject in the area and found him to be in possession of Methamphetamine. He was arrested, cited and released.

Strategic Planning:

Continuing to research and submit for funding to acquire equipment and personnel.

- Applied for personnel with COPS grant under Veteran Hiring.
- Applied for equipment resources with USDA Rural Development grant.

- Meeting with MUSD regarding funding for SRO position for 2015/2016 school year.
- Agreed to participate in grant process with Fresno County Sheriff's Office for the acquisition of a Mendota Police Department Gang Officer (MAGEC Team).
 - Due to the increased contact of persons affiliated with Street Gangs and gang related activity in the city, MPD is seeking to acquire personnel dedicated to gang intervention, suppression and investigations.

The new Explorer was completed by Cook's Communication and is awaiting decal installation.

Personnel Information:

Corporal John Lemus remains on extended medical leave and is still networking with City of Mendota Human Resources.

Remaining personnel are healthy.

Officer Esqueda was assigned to the 3pm-3am swing shift SMT(W). This now adds additional coverage to the end of Day shift and through the peak times of Night shift.

Corporal Flores advised he was hired by the Fresno County Sheriff's Office and his last shift on duty will be May 31, 2015.

Met with a candidate for Police Reserve Officer; her information was forwarded to the Background Investigator.