



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
July 12, 2016
6:00 PM

VINCE DiMAGGIO
City Manager
JOHN KINSEY
City Attorney

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

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

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

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 special City Council meetings of May 31, 2016 and June 28, 2016 and the regular City Council meeting of June 14, 2016.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

City Council Agenda

1

7/12/2016

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. JUNE 28, 2016 THROUGH JULY 07, 2016
WARRANT LIST CHECKS NO. 041136 THRU 041183
TOTAL FOR COUNCIL APPROVAL = \$178,018.41
2. Proposed adoption of **Resolution No. 16-48**, claiming the Local Transportation Funds (LTF) for Fiscal Year 2016-2017.
3. Proposed adoption of **Resolution No. 16-50**, approving the agreement for dispatch services with the City of Firebaugh.
4. Proposed adoption of **Resolution No. 16-51**, waiving the fee for the encroachment permit for the annual backpack giveaway event of 2016.
5. Proposed adoption of **Resolution No. 16-52**, approving the issuance a Letter of Authorization to Fresno County for the submittal of an application for the Oil Payment Program, Cycle 7 (OPP7).
6. Proposed adoption of **Resolution No. 16-54**, authorizing the approval of agreements with Provost & Pritchard Engineering Group and BSK Associates for the reconstruction of a portion of Marie and Divisadero Streets.

BUSINESS

1. Council receive status report on and discuss the AMOR Westside Wellness Center.
 - a. *Receive report from Davena Witcher*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
2. Council discussion on the options available for the construction of a new police department.
 - a. *Receive presentation from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*

3. Proposed adoption of **Resolution No. 16-44**, modifying the funding sources for real property payment of 1759 7th Street.
 - a. *Receive report from Finance Administrative Supervisor Diaz*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council adopt Resolution No.16-44*

4. Council discussion and consideration on the City's water usage.
 - a. *Receive report from Director of Planning & Public Works Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*

5. Council discussion and consideration to adopt **Resolution No. 16-53**, appointing voting delegates for the League of California Cities' annual business meeting.
 - a. *Receive report from Economic Development Manager Flood*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council adopt Resolution No. 16-53*

PUBLIC HEARING

1. Proposed adoption of **Ordinance No. 16-06**: An Ordinance Authorizing a contract between the City Council of the City of Mendota and the Board of Administration of the California Public Employees' Retirement System, and Give First Reading, by Title only, with Second Reading waived.
 - a. *Receive report from City Manager DiMaggio*
 - 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. 16-06*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement
 - a) Monthly Report

2. Police Department
 - a) Monthly Report

3. City Attorney
 - a) Update

4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
CA Government Code § 54957(b)
Title: Finance Director

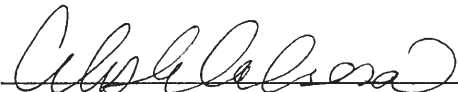
BUSINESS

1. Proposed adoption of **Resolution No. 16-47**, amending the salary schedule for the position of Finance Director.
 - 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 take action as appropriate*

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 July 12, 2016, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, July 8, 2016 at 2:35 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

May 31, 2016

Meeting called to order by Mayor Silva at 3:01 p.m.

Roll Call

Council Members Present: Mayor Robert Silva, Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio (at 3:14 p.m.).

Council Members Absent: Mayor Pro Tem Valdez.

Flag salute led by Mayor Silva.

FINALIZE THE AGENDA

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

A motion was made by Councilor Amador to adopt the agenda, seconded by Councilor Castro; unanimously approved (3 ayes, absent: Riofrio and Valdez).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

BUSINESS

1. Introduction of **Ordinance No. 16-06**: An Ordinance Authorizing a Contract between the City Council of the City of Mendota and the Board of Administration of the California Public Employees' Retirement System, and Give First Reading, by Title only, with Second Reading waived.

Mayor Silva introduced the item and Director of Administrative Services Johnson summarized the report including researching additional information pertaining to the

annual trend for Public Employee Pension Reform Act (PEPRA) Miscellaneous employers' contribution rate for cities of similar size; marginal increases that neighboring cities are experiencing; trends fluctuating on an annual basis; the benefits of being a small city and participating in California Public Employees Retirement System (CalPERS); and the various cities that are currently participating in CalPERS.

Discussion was held on the majority of employees being in favor of participating in CalPERS; the trends that other cities experience in regards to contribution rates; the uncertainty on what the employer contribution rate will be each year; the insecurity of contributing to a 401(K) plan; how the implementation of CalPERS will affect the city's budget; the causes for high retirement costs for public safety employees; police safety employees union members voting unanimously to decline participating in CalPERS; whether the City can afford CALPERS (3:14 p.m. Councilor Riofrio entered the Council Chambers and Councilor Castro left the Council Chambers); staff's recommendation to move forward with the item and adopt the CalPERS plan for employees' (3:16 p.m. Councilor Castro returned to the Council Chambers); the possibility of tabling the item in order for staff to conduct further research; the time sensitivity of the item; the difference in demographics between Mendota and the cities of Kerman and Firebaugh; and the uncertainty of what the City's actual contributions will be.

A motion was made to continue the item to the June 7th Special City Council meeting in order for staff to do additional research by Councilor Amador, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Valdez).

Discussion was held on whether part-time employees would also participate in CalPERS and staff researching what the League of California Cities' opinion is on CalPERS, the amount of cities in Fresno County that are CalPERS members, and why cities are leaving CalPERS (whether it was before or after the adoption of PEPRA).

2. Proposed adoption of **Resolution No. 16- 36**, approving a contract between the Board of Administration of the California Public Employees' Retirement System and the City of Mendota.

A motion was made to continue the item to the June 7th Special City Council meeting by Councilor Amador, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Valdez).

3. Fiscal Year 2016/2017 Budget Workshop.

Mayor Silva introduced the item and City Manager DiMaggio summarized the report including the change of format for the budget workshops; the various Enterprise Funds that the City maintains (3:32 p.m. Councilor Castro left the Council Chambers); the City needing to focus its attention on the Sewer Operation and Water Operation Funds since they rely on customer rate revenues; the percentage that each fund contributes to salaries; the improvement that the fund balance in the Water Operations Fund has made due to the increase in water rates; funding projects in the Capital Improvement

Plan; the status of submitting the insurance claim for the B&B Bridge; and various water fund projects in the Capital Improvement Plan (CIP).

Discussion was held on the status of the insurance claim regarding the B&B Bridge; the projects in the CIP; the well contract between the City and farmers; and the improvement that the water operations fund has made as a result of increasing the water rates.

City Manager DiMaggio reported on the proposed budget for the Sewer Operations Fund including the current fund conditions not allowing for loan-type financing; funds currently covering daily operations and existing debt; the fund improving as a result of the sewer rate increase; projects that have been allocated funding; and consolidating the Public Works and Public Utilities departments.

Discussion was held on the personnel levels within the Public Utilities and Public Works departments; the possibility of having an in-house Chief Plant Operator; current employees that can acquire the necessary certification to qualify for the Chief Plant Operator position; the possibility of hiring an Assistant Public Works Director; whether the revenue that will be generated from the proposed homes at the Las Palmas subdivision has been included in the budget; the increase in demand for homes within the City; the possibility of seeking other developers who might be interested in developing homes in the City; the status of the tertiary treatment facility; and improving the conditions of Pool Park.

City Manager DiMaggio reported on the Measure C, LTF, and Gas Tax funds including various street projects that are included in the budget; and the amount of funding that has been allocated for street projects.

Discussion was held on reconstructing a section of Marie Street; the timeline of the 7th Street realignment; the total amount of funds that are being allocated for street projects; acquiring grant funding for additional street projects; acquiring a new grant consultant; the Air Rally Event that was held recently; the possibility of selling aviation fuel at the Mendota Airport; the demand for aviation fuel; the City applying for Measure C New Technology Funds in order to fund an aviation project; and Council provided direction to staff to research the costs of selling aviation fuel, the costs of reconstructing a section of Marie Street, and issues related to the CalPERS item.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 4:48 p.m. by Councilor Amador, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Valdez).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

June 28, 2016

Meeting called to order by Mayor Silva at 3:00 p.m.

Roll Call

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Sergio Valdez, Councilors Rolando Castro (at 3:06 p.m.) and Joseph Riofrio.

Council Members Absent: Councilor Joseph Amador.

A moment of silence was held in honor of Rosie Maldonado and Ron Peterson who had recently passed away.

Flag salute led by Councilor Riofrio.

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 Riofrio; unanimously approved (3 ayes, absent: Amador and Castro).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

CONSENT CALENDAR

1. JUNE 14, 2016 THROUGH JUNE 22, 2016
WARRANT LIST CHECKS NO. 041082 THRU 041135
TOTAL FOR COUNCIL APPROVAL = \$179,004.82

2. Proposed adoption of **Resolution No. 16-43**, claiming Local Transportation pass through revenues for Fiscal Year 2016-2017.
3. Proposed adoption of **Resolution No. 16-45**, approving and adopting the Fiscal Year 2016-2017 operating budget for the City of Mendota.

A motion was made to approve items 1, 2, and 3 of the Consent Calendar by Councilor Riofrio, seconded by Mayor Pro Tem Valdez; unanimously approved (3 ayes, absent: Amador and Castro).

PUBLIC HEARING

1. Proposed adoption of **Ordinance No. 16-06**: An Ordinance Authorizing a contract between the City Council of the City of Mendota and the Board of Administration of the California Public Employees' Retirement System, and Give First Reading, by Title only, with Second Reading waived.

Mayor Silva introduced the item and Director of Administrative Services Johnson summarized the report including that Council conducted the first reading of the ordinance at the June 7th special City Council meeting and that the ordinance would approve the contract between the Board of Administration of the California Public Employees' Retirement System (CalPERS) and authorize the City Manager to execute the contract on behalf of the City of Mendota.

Discussion was held on the fees that the City will need to pay to CalPERS annually; the impact that the City's contribution rate will have on the Enterprise Funds (3:06 p.m. Councilor Castro entered the Council Chambers); past discussions that the Council has had on the issue; Fresno County cities that are members of CalPERS; the majority of employees being in favor of the City's participation in CalPERS; and whether the City is financially able to participate in CalPERS.

At 3:10 p.m. Mayor Silva opened the hearing to the public and, seeing no one present willing to comment, closed it within that same minute.

A motion was made to adopt Ordinance No. 16-06 by Councilor Riofrio, seconded by Mayor Silva; motion failed (no: Castro and Valdez, absent: Amador).

Discussion was held on continuing the item to the next regular City Council meeting; past motions that the Council has taken on the issue; and the time sensitivity of the item.

A motion was made to continue the item to the July 12th regular City Council meeting by Councilor Riofrio, seconded by Mayor Silva; motion failed (no: Castro and Valdez, absent: Amador).

BUSINESS

1. Proposed adoption of **Resolution No. 16-46**, approving First Amendment to Solar Power Services Agreement.

Mayor Silva introduced the item and City Attorney Kinsey summarized the report including that the City passed Resolution No.15-72 approving the Solar Power Services Agreement with Borrego Solar; the proposed resolution modifying contract provisions; the creation of the first amendment of the agreement; and staff's recommendation for Council to approve the first amendment and authorize the City Manager to execute the it.

Discussion was held on whether the City has to request for bids for solar services.

Fnan Araia (Borrego Solar) – introduced himself and reported on California legislation that allows cities to make decisions on solar services without having to request bids; PG&E's mandated costs for upgrading the system (interconnection process) to tie in to their grid caused the amendment;

Discussion was held on the ongoing negotiations on the first amendment of the Solar Services Agreement between the City and Borrego Solar and the California legislation that allows the City to enter into a contract with Borrego Solar without requesting bids.

A motion was made to adopt Resolution No. 16-46 by Councilor Riofrio, seconded Councilor Castro; approved (3 ayes, no: Valdez, absent: Amador).

Councilor Castro inquired on the costs that the City is paying the contractor for the construction of the drive approach on 9th Street.

Discussion was held on the bids that the City received for the development of the drive approach.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 3:31 p.m. by Councilor Riofrio, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Amador).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

June 14, 2016

Meeting called to order by Mayor Silva at 6:02 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 Mayor Silva.

Invocation led by Carina Rivas.

A moment of silence was held in honor of the victims of the Orlando attack.

FINALIZE THE AGENDA

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

City Manager DiMaggio requested that item 5 of the Consent Calendar be continued to the June 28th City Council meeting.

A motion was made by Councilor Riofrio to adopt the agenda as requested by staff, seconded by Councilor Amador; unanimously approved (5 ayes).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Kevin Romero (160 Tuft Street) – stated that he is against the proposed reorganization of the City Council.

Discussion was held on the proposed reorganization being a business item on the agenda.

Ken Faulkner – stated that God’s will is important in our actions in order to succeed.

Jon Anderson (Senator Anthony Cannella’s Office) – explained that Senator Cannella is now the Vice-Chairperson for the Rules Committee; the importance of the Rules Committee; and funding that Senator Cannella has acquired for the City of Mendota for police department improvements.

Discussion was held on the amount of funds that has been allocated to Mendota; how the funds have to be used; and the timeframe of utilizing the funds.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of May 24, 2016.
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 Mayor Pro Tem Valdez; unanimously approved (5 ayes).

CONSENT CALENDAR

1. MAY 24, 2016 THROUGH JUNE 08, 2016
WARRANT LIST CHECKS NO. 041012 THRU 041081
TOTAL FOR COUNCIL APPROVAL = \$275,001.20
2. Appointment of a Mendota resident to the Mendota Planning Commission.
3. Approval of applications for permits to sell fireworks.
4. Proposed adoption of **Resolution No. 16-39**, approving Merchant Services with Westamerica Bank for debit/credit card services.
5. *Proposed adoption of **Resolution No. 16-42**, adjusting the salary schedules for the Chief Plant Operator and Finance Director positions.
[Continued to the June 28th City Council meeting]*

Discussion was held on whether Jonathan Leiva was present.

A motion was made to approve items 1 and 2 of the Consent Calendar by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (5 ayes).

BUSINESS

1. Council discussion on the proposed Mendota Municipal Code amendment related to City Council reorganization.

Mayor Silva introduced the item and City Attorney Kinsey reported that discussion was held at the May 24th City Council meeting on the potential reorganization of the City Council; reported on the process and timeline of amending the Mendota Municipal Code (MMC); the direct and indirect costs associated with amending the MMC; and the current Council reorganization process.

Discussion was held on whether the legal costs of researching the issue is included within the City Attorney's retainer; the amount of funds that have been expended thus far related to the issue; modifications that have been to the reorganization process in the past; and why the legal costs of researching the issue are not included in the City Attorney's retainer.

Victor Lopez (Mayor of Orange Cove, CA) - introduced himself and stated that Mayor Silva is important to Fresno County cities for a variety of reasons; various organizations and agencies that Mayor Silva is a member of; and the importance of Mayor Silva advocating for the citizens of Mendota as well as small Fresno County cities.

Kevin Romero (160 Tuft Street) - stated that he volunteers for various organizations within the City; reported on the significant progress that the City has made in recent years; and stated that he is against the reorganization of the City Council.

Councilor Castro reported on the importance of the Council taking into consideration the public's opinion; the need for the Council to work together; and improving communication between Council Members and staff.

Discussion was held on various agencies that Mayor Silva is a part of; the importance of properly managing funds; ensuring that the public's concerns are heard; the various funds that are being utilized for road reconstruction in the upcoming fiscal year; and beautifying the community.

Councilor Castro requested that Mayor Silva continue to the next agenda item.

2. Proposed adoption of **Resolution No. 16-37**, authorizing the submittal of a grant application to the Fresno Council of Governments for Measure C New Technology Funds.

Mayor Silva introduced the item and Director of Administrative Services Johnson summarized the report including applying for Measure C New Technology Funds for an aviation project and introduced Joseph Oldham from CALSTART.

Joseph Oldham from CALSTART presented information on the proposed aviation

project at the Mendota airport; applying for Measure C New Technology funds, along with the City of Reedley, to fund the project; agencies that are participating in the effort; the proposed project being the first deployment of electric aircraft flight training operations in the United States; the type of electric airplanes that will be purchased and the company that produces them; and airplanes hangars that will be purchased and kept at the Mendota airport.

Discussion was held on the success of the 1st Annual Air Rally Event; the timeline of the proposed project; other opportunities that are available for the Mendota Airport; the company that produces the electric airplanes; and ways to improve the Mendota Airport.

A motion was made to adopt Resolution No. 16-37 by Councilor Amador, seconded by Mayor Pro Tem Valdez; unanimously approved (5 ayes).

3. Proposed adoption of **Resolution No. 16-41**, authorizing the City Manager to initiate a contract with Townsend for grant writing services.

Mayor Silva introduced the item and City Manager DiMaggio summarized the report.

Christopher Townsend, founder and president of Townshend Public Affairs (TPA), provided an overview of the firm including various agencies and organizations that the firm represents; various advantages that TPA brings to the agencies that they serve (7:30 p.m. Councilor Castro left the Council Chambers and returned at 7:32 p.m.); shared his background information; and introduced Sharon Gonsalves.

Sharon Gonsalves from TPA shared her background and presented information on TPA including various staff members of the firm; funding achievements; relationships that TPA has with various individuals and agencies; and funding that was acquired for the police department.

Discussion was held on holding a workshop with TPA in order to discuss the priorities of the Council and staff; the need for funding for different projects; the importance of prioritizing the needs of the community; and Council thanked TPA for their assistance in acquiring funding for the Mendota Police Department.

A motion was made to approve Resolution No. 16-41 by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (5 ayes).

4. Council discussion and consideration on waiving the fees related to the Annual Harvest Fiesta.

At 7:56 p.m. Mayor Pro Tem stepped down from the dais and joined the audience.

Mayor Silva introduced the item.

Corina Banuelos and Sergio Valdez from Mendota Youth Recreation (MYR)

requested that the Council waive the business license fees for the Harvest Fiesta.

Discussion was held on the fees that MYR pays to the City for the Harvest Fiesta; the fees that MYR has paid to the City in the past; the amount of fees that other cities charge; the amount of revenue that MYR receives from the event; various events that MYR hosts; the amount that the Harvest Fiesta business license fee will be; and the composition of the business license fee for amusement parks and attractions.

Polly Garcia (210 San Pedro) – inquired on the fees that the City would collect from the Harvest Fiesta.

Discussion was held on the fees that the Mendota Youth Recreation and the carnival company would pay to the City.

William Membreno – stated that the City benefits from sales tax that the carnival employees will pay.

Robert Alejandro (785 I Street) - stated that the City unnecessarily spent funds on the proposed reorganization of the Council and should waive the fees related to the Annual Harvest Fiesta.

Discussion was held on the amount of fees that MYR pays to contract security guards and what the City invests towards the Harvest Fiesta.

A motion was made to waive the business license fees for the Harvest Fiesta up to \$1,500 (one thousand and five hundred dollars) by Councilor Riofrio, seconded by Councilor Castro; approved (4 ayes, abstain: Valdez).

At 8:23 p.m. Mayor Pro Tem Valdez returned to the dais.

5. Proposed adoption of **Ordinance No. 16-05**: An Ordinance Amending Chapter 8.36 of the Mendota Municipal Code Relating to the Establishment and Operation of Medical Marijuana Dispensaries, the Indoor and Outdoor Cultivation of Medical Marijuana, and the Delivery of Medical Marijuana, and Give First Reading, by Title only, with Second Reading waived.

City Attorney Kinsey summarized the report including previous Council discussions that resulted in the drafting of the proposed ordinance and the purpose of the ordinance.

A motion was made to waive the second reading of Ordinance No. 16-05 by Mayor Pro Tem Valdez, seconded by Councilor Riofrio; unanimously approved (5 ayes).

Discussion was held on the stance that the City is taking on medical marijuana; legal ramifications that cities have faced; the recreational use of marijuana; the stance the League of California Cities has taken on this issue; and the general feeling within the community being to prohibit all uses and cultivation of marijuana.

William Membreno - spoke against the proliferation of marijuana and inquired on the Police Chief's opinion regarding the issue.

Chief Andreotti summarized his zero tolerance stance on marijuana and stated that he supports the proposed ordinance.

Discussion was held on the purpose of the ordinance and the presence of marijuana within the City (8:34 p.m. Mayor Pro Tem Valdez left the Council Chambers).

A motion was made to adopt Ordinance No. 16-05 by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Valdez).

At 8:35 p.m. Mayor Pro Tem Valdez returned to the Council Chambers.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement
 - a) Monthly Report

Economic Development Manager Flood summarized the report and provided information on the ongoing weed abatement process.

Discussion was held on the Noise Permit; illegal signs on businesses; the weeds that exist on various properties; the eviction of squatters at 643 Riofrio Street; the need for businesses to be clean and comply with the law; and ensuring equitable enforcement by Code Enforcement Officers.

2. Police Department
 - a) Monthly Report

Chief Andreotti summarized his report including a missed call to dispatch due to Firebaugh Dispatch being busy that is now being handled administratively within their department as a personnel issue; provided an update on grants that the department has applied for; reported on the status of vehicle up-fitting and redesign; the progress of the new lieutenant and sergeant; the eviction of squatters at 643 Riofrio Street and the resources that were offered to them; and the decline in reported incidences from last year to this year.

Discussion was held on why the Police Chief and Lieutenant generally wear civilian clothing and the philosophy behind it; the high level of professionalism that exists within the police department; a study regarding the need of resources within the community that an employee from the Marjaree Mason Center discussed; the use of illegal fireworks within the City; problems related to alcohol within the community; databases that are made to track criminals and how strict some counties are compared to others; and the problems that individuals addicted to drugs that cause within the City.

3. City Attorney
 - a) Update

City Attorney Kinsey reported that he has been working with the Code Enforcement department to create forms and processes for the new public nuisance ordinance; shared an article about the Selma Unified School District and challenges they faced due to a grand jury investigation; and reported on the State Water Resources Control Board's (SWRCB) emergency water regulations.

Discussion was held on the SWRCB mandate being different for each city and district and the impacts that Sustainable Groundwater Management Act may have on the City's water supply.

4. City Manager

Discussion was held on meeting with a local businessman in regards to the cleanliness of his business; the splash park being open; and a public works truck that broke down.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
Council reports

Councilor Castro inquired about the 21st Annual Driver Awareness event and Councilor Amador provided an update on the progress of planning the event.

2. Mayor

Mayor Silva reported on the Annual Backpack Giveaway that will be held on Sunday, July 31st.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:39 p.m. by Mayor Pro Tem Valdez, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Amador).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

**CITY OF MENDOTA
CASH DISBURSEMENTS
06/28/2016-7/7/2016
Check # 041136-041183**

| Date | Check # | Amount | Vendor | Department | Description |
|---------------|---------|-------------|-------------------------------|----------------------|--|
| June 28, 2016 | 41136 | 109,597.00 | WEST AMERICA BANK | GENERAL | PAYROLL TRANSFER 6/13/2016 - 6/26/2016 |
| July 1, 2016 | 41137 | \$2,460.00 | ADMINISTRATIVE SOLUTIONS | GENERAL | MEDICAL CHECK RUN 6/22/2016 |
| July 1, 2016 | 41138 | \$150.00 | BSK ASSOCIATES | WATER-SEWER | WEEKLY TREATMENT AND DISTRIBUTION, WASTE WATER WEEKLY ANALYSES |
| July 1, 2016 | 41139 | \$350.00 | COMMUNITY MEDICAL CENTER | GENERAL | (2) LEGAL BLOOD DRAWS FOR MAY 2016 |
| July 1, 2016 | 41140 | \$7,355.95 | COOK'S COMMUNICATION | GENERAL | FEDERAL SIGNAL 45" LED, CARGO REAR MOUNT, PRESTIGE ALARM SECURITY SYSTEM, TROY WINDOW BARRIER, UTILITY HATCH WINDOW, FLEXI ANTENNA |
| July 1, 2016 | 41141 | \$60.00 | CRISTIAN GONZALEZ | WATER | REIMBURSEMENT - FEE TO OBTAIN CERTIFICATE FOR WATER TREATMENT |
| July 1, 2016 | 41142 | \$252.00 | KERWEST INC. | GENERAL | LEGAL NOTICES - LOCAL SUMMARY OF ORDINANCE 16-05 |
| July 1, 2016 | 41143 | \$206.00 | MENDOTA SMOG AND REPAIR | GENERAL | BATTERY INSTALLATION - 2012 FORD TRUCK, BATTERY INSTALLATION 2007 CHEVY TRUCK |
| July 1, 2016 | 41144 | \$53,042.19 | MID VALLEY DISPOSAL INC. | REFUSE | 10 YARD ROLLOFF EXCHANGE QTY: 10.89 TONS, SANITATION CONTRACT - MAY 2016 |
| July 1, 2016 | 41145 | \$1,511.46 | NORTHSTAR CHEMICAL | WATER | SODIUM HYPOCHLORITE - 12.5% MEETS NSF/ ANSI 60 |
| July 1, 2016 | 41146 | \$452.90 | PETTY CASH | GENERAL-WATER-SEWER | WATER FOR CC MEETING, LEAGUE OF CALIFORNIA CITIES MANAGER LUNCHEON, PUBLIC SAFETY MEETING 6/6/2016, COUNTY CLERK OFFICE ENV. |
| July 1, 2016 | 41147 | \$33,178.60 | PG&E | GENERAL- WATER | CITY WIDE UTILITIES 5/16/2016 - 6/14/2016 |
| July 1, 2016 | 41148 | \$360.23 | BANKCARD CENTER | GENERAL-WATER-SEWER | CREDIT CARD EXPENSES FOR 5/25/2016 - 6/22/2016 CORELOGIC, CONFERENCING, FEDERAL BAR ASSOCIATION, LOGO&TEAM |
| July 1, 2016 | 41149 | \$475.00 | TECH MASTER | GENERAL- WATER-SEWER | PEST CONTROL SERVICES - CITY HALL, YOUTH CENTER, DMV, CITY YARD, WWTP, WTP, SPECIAL TREATMENT - PEST INFESTATION GAXIOLA AND |
| July 1, 2016 | 41150 | \$190.00 | VERIZON WIRELESS | GENERAL-WATER-SEWER | MONTHLY SERVICE FOR GPS FLEET VEHICLES - APRIL 2016 |
| July 1, 2016 | 41151 | \$1,845.80 | WASP BARCODE TECHNOLOGIES | GENERAL | WASP HCI MOBILE COMPUTER QWERTY KEY PAD - USDA GRANT REIMBURSABLE |
| July 6, 2016 | 41152 | \$21.65 | ACE TROPHY SHOP | GENERAL | NAME PLATE: M.FLOOD & J.LEIVA |
| July 6, 2016 | 41153 | \$325.00 | ALL VALLEY ADMINISTRATORS,LLC | GENERAL-WATER-SEWER | 3RD QUARTER 2016 RETIREMENT PLAN ADMINISTRATION |
| July 6, 2016 | 41154 | \$213.82 | AUTOMATED OFFICE SYSTEMS | GENERAL-WATER-SEWER | MAINTENANCE CONTRACT COLOR B&W COPIES (PD&CITY HALL) JUNE 2016 |
| July 6, 2016 | 41155 | \$414.40 | AT&T MOBILITY | GENERAL | AIRCARDS FOR PD 5/20/2016-06/19/2016 |
| July 6, 2016 | 41156 | \$190.00 | BSK ASSOCIATES | WATER-SEWER | WASTEWATER WEEKLY ANALYSES 6/21/2016, WEEKLY TREATMENT & DISTRIBUTION 6/21/2016, WASTEWATER WEEKLY ANALYSES 6/28/2016 |
| July 6, 2016 | 41157 | \$239.91 | COOK'S COMMUNICATION | GENERAL | UHC MALE CRIMP CONNECTOR, SPARK WIRE 18-(2) CONDUCTOR JACKETED |
| July 6, 2016 | 41158 | \$82.88 | EINERSON'S PREPRESS | GENERAL | 250/16PT/ MATTE/PRINTED BUSINESS CARDS - G. ANDREOTTI (PD) |
| July 6, 2016 | 41159 | \$434.00 | FRESNO MOBILE RADIO INC. | GENERAL | POLICE DEPARTMENT RADIOS 31@ \$14.00 |

**CITY OF MENDOTA
CASH DISBURSEMENTS
06/28/2016-7/7/2016
Check # 041136-041183**

| | | | | | |
|--------------|--------------|---------------------|-----------------------------------|-----------------------------|--|
| July 6, 2016 | 41160 | \$51.43 | FUTURE FORD OF CLOVIS | GENERAL | CHANGE OIL & FILTER, TEST BATTERY, ROTATE TIRES AND INSPECT AIR AND CABIN FILTERS, BREAK INSPECTION, CHECKED BELTS UNIT #91 (PD) |
| July 6, 2016 | 41161 | \$8,513.15 | GIERSCH AND ASSOCIATES INC. | WATER-SEWER | SPECIAL SERVICES 4/18/2016-5/12/2016, WTP CHEM FEED MODIFICATIONS 4/25/2016 |
| July 6, 2016 | 41162 | \$1,776.73 | HARDWARE DISTRIBUTION | STREETS | 30" STOP SIGN HIP QTY:10, 10' STOP SIGN POLES QTY:10, ASPHALT OIL, STOP SIGN, POST ANCHOR, 20' BINDER W/ HOOKS, LOAD BINDER |
| July 6, 2016 | 41163 | \$500.00 | MOUNTAIN VALLEY ENVIRONMENTAL | WATER | PREPARATION OF 2015 CONSUMER CONFIDENCE REPORT |
| July 6, 2016 | 41164 | \$37,575.83 | PG&E | GENERAL-WATER-SEWER-STREETS | CITY WIDE UTILITIES 05/17/2016 - 06/15/2016 |
| July 6, 2016 | 41165 | \$14,080.75 | PROVOST AND PRITCHARD | GENERAL | PROFESSIONAL SERVICES FROM 3/1/2016-3/31/2016, REPORT OF WASTEWATER DISCHARGE, MONTHLY RETAINER, PLAN CHECK |
| July 6, 2016 | 41166 | \$140.69 | R&B COMPANY | WATER | 1" SENSUS REGISTER FOR SRII METER DIRECT READ/GALLONS |
| July 6, 2016 | 41167 | \$45.08 | THARPS FARM SUPPLY | STREETS | PTO ADAPTER FOR LAWN MOWER, RIGHT-A-WAY |
| July 6, 2016 | 41168 | \$27.61 | THE HOME DEPOT | STREETS | TRASH BAGS RIGHT-A-WAY MAINTENANCE |
| July 6, 2016 | 41169 | \$490.24 | THOMSON AND TRACTOR COMPANY | GENERAL-SEWER-STREETS | BLADE FOR MOWER USED FOR PARKS, O-RING, GASKET, WATER PUMP FOR TRACTOR |
| July 6, 2016 | 41170 | \$711.69 | USA BLUEBOOK | WATER | YELLOW/ GREEN CASE OF 4 TRACING DYE 1 GALLON, REPACEMENT OF PH/ CONDUCTIVITY SENSOR 1.5 |
| July 6, 2016 | 41171 | \$875.88 | VULCAN MATERIALS COMPANY | STREETS | ST HMA ENVIRONMENTAL AGG AND ASPHALT QTY 10.17 TONS |
| July 6, 2016 | 41172 | \$54.00 | WAGNER JONES HENSLEY PC ATTORNEYS | GENERAL-WATER-SEWER | MONTHLY RETAINER-GENERAL SERVICES JUNE 2016, TERTIARY TREATMENT FACILITY, PROFESSIONAL SERVICES JUNE 2016 |
| July 6, 2016 | 41173 | \$54.00 | WECO | GENERAL-WATER-SEWER | (6) ACETYLENE #4 OXYGENE D&K RENTALS - JUNE 2016 |
| July 7, 2016 | 41174 | \$630.00 | ADMINISTRATIVE SOLUTIONS | GENERAL | MONTHLY MEDICAL ADMINISTRATION - JULY 2016 (PD) |
| July 7, 2016 | 41175 | \$244.37 | ADT SECURITY SERVICES | GENERAL-WATER- SEWER | SECURITY SERVICES FROM 7/11/2016 - 8/10/2016 |
| July 7, 2016 | 41176 | \$464.13 | COLONIAL LIFE | GENERAL | COLONIAL LIFE INSURANCE - JULY 2016 |
| July 7, 2016 | 41177 | \$175.00 | CORELOGIC INFORMATION | GENERAL-WATER-SEWER | REALQUEST MONTHLY PROGRAM - AUGUST 2016 |
| July 7, 2016 | 41178 | \$46.95 | DATAMATIC INC. | WATER | MONTHLY SERVICE SOFTWARE MAINTENANCE FOR HANDHELDS - AUGUST 2016 |
| July 7, 2016 | 41179 | \$1,450.00 | LIEBERT CASSIDY WHITMORE | GENERAL-WATER-SEWER | ERC MEMBERSHIP - JULY 2016 |
| July 7, 2016 | 41180 | \$2,000.00 | MOUNTAIN VALLEY ENVIRONMENTAL | SEWER | AUGUST 2016- WASTEWATER TREATMENT AND CPO SERVICES |
| July 7, 2016 | 41181 | \$327.99 | NISSAN MOTOR ACCEPTANCE CORP. | GENERAL-WATER-SEWER | MONTHLY LEASE PAYMENT-2016 NISSAN - JULY 2016 |
| July 7, 2016 | 41182 | \$59.85 | SEBASTIAN | GENERAL | SECURITY SERVICES FOR JULY-AUGUST-SEPTEMBER 2016 |
| July 7, 2016 | 41183 | \$3,911.25 | U.S. BANK | SEWER | JOINT POWERS - 1989 SER REVENUE BONDS ADMINISTRATIVE FEE |
| | TOTAL | \$178,018.41 | | | |

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: RESOLUTION 16-48, CLAIMING LOCAL TRANSPORTATION FUNDS FOR FISCAL YEAR 2016-2017
DATE: JULY 7, 2016

ISSUE

Should the City Council approve Resolution 16-48 claiming Local Transportation Funds for Fiscal Year 2016-2017?

BACKGROUND

The Fresno Council of Governments (FCOG) has the authority to review claims and allocate such funds in accordance with the Transportation Development Act (TDA) of 1971 and Chapter 3 of Title 21 of the California Administrative Code for the purposes allowed under Articles III, IV and VII which provides funding to be allocated to encourage inter-jurisdictional coordination of transportation needs and increased coordination of transportation implementation planning. This funding is allocated by the State Board of Equalization, which takes the amount of sales tax collected and returns the general sales tax revenue to the Council of Fresno County Governments. They in turn, allocate it to each City in the County based on population for the projects that were budgeted for the 2016-2017 fiscal year.

ANALYSIS

The attached resolution and claim forms for each applicable funding program are routine and required by FCOG in order to receive the funding for the Local Transportation Funds. With the funding provided under the TDA, the City is able to fund street projects approved during the budget for each fiscal year, rural transit and assist with regional transportation planning.

The total amount allocated for the City of Mendota is \$463,545.00. However, the City will be payable \$362,804.00 from the total allocation. The remaining \$100,741.00 will be distributed among four sections; Regional Transportation Planning, Community Transit Service, Article 4.5, Fresno County Rural Transit Agency LTF and Fresno County Rural Transit Agency STA.

Regional Transportation Planning is a long-term design of a region’s transportation system. The plan identifies and analyzes transportation needs of the metropolitan region and creates a framework for project priorities.

Community Transit Service, Article 4.5 is a transportation planning agency for community transit services for those disabled, who cannot use conventional transit services. Transportation services which connect intra-community origins and destinations in which needs are not being met in the community.

Fresno County Rural Transit is a transportation service offered in Fresno County to the 13 rural incorporated communities and many unincorporated rural communities with limited services to neighboring counties Kings County (Avenal and Hanford). There is a Demand Responsive or Fixed Route Basis for all passengers. The difference between LTF and STA funding is STA is specific to transit purposes.

| | |
|--|---------------|
| Regional Transportation Planning | \$ 11,646.00 |
| Community Transit Service, Article 4.5 | \$ 19,718.00 |
| Fresno County Rural Transit LTF | \$ 22,092.00 |
| Fresno County Rural Transit STA | \$ 47,285.00 |
| | \$ 100,741.00 |

RECOMMENDATION

Council approve Resolution 16-48, claiming Local Transportation Funds for Fiscal Year 2016-2017.

FISCAL IMPACT

\$362,804.00 to the City of Mendota “LTF” Fund.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE MATTER
OF CLAIMING LOCAL TRANSPORTATION
FUNDS FOR FISCAL YEAR 2016-2017**

RESOLUTION NO. 16-48

WHEREAS, the City of Mendota hereby submits a Local Transportation Fund Claim from the Local Transportation Fund of Fresno County for Fiscal year 2016-2017; and

WHEREAS, the Fresno Council of Governments (FCOG) has the authority to review claims and allocate such funds in accordance with the Transportation Development Act of 1971 and Chapter 3 of Title 21 of the California Administrative Code; and

WHEREAS, the Council of Fresno County Governments encourages inter-jurisdictional coordination of transportation needs and increased coordination of transportation implementation plans; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the City Council of the City of Mendota hereby requests the Council of Fresno County Governments to allocate \$463,545.00 from the Local Transportation Fund to the named applicant for the Fiscal Year 2016-2017 for the purposes allowed under Articles III, IV and VIII of the Transportation Development Act of 1971, as identified in the attached claim and which is in accordance with the adopted Regional Transportation Plan, and authorize the City Manager to execute all associated agreements and documents.

BE IT FURTHER RESOLVED, that the City of Mendota hereby requests that the City's total Transportation Fund apportionment for the Fiscal Year 2016-2017, said amount being \$463,545.00 be allocated from the Local Transportation Fund to the Council of Fresno County Governments for the purpose of conducting Regional Transportation Planning.

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 July 12, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Enter Date: **6/22/2016**

Claimant Name: **City of Mendota**

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2016/17

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

Les Beshears, Director of Finance, Council of Fresno County Governments, 2035 Tulare Street, Suite 201, Fresno, CA 93721

| | |
|----------------------|---------------------------------------|
| From: Applicant: | City of Mendota |
| Address: | 643 Quince Street |
| City/State/Zip: | Mendota, CA 93640 |
| Contact Phone/email: | (559) 655-3291 rudy@cityofmendota.com |

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

| | |
|-------------------------------|---------------|
| Apportionment: | \$ 416,260.00 |
| Unexpended, Held by Claimant: | |
| Other Agency: | |

State Transit Assistance Fund

| | |
|-------------------------------|--------------|
| Estimate: | \$ 47,285.00 |
| Unexpended, Held by Claimant: | |

Other

Other:

| | |
|--|----------------------|
| Four Hundred Sixty-Three Thousand Five Hundred Forty-Five Dollars & 00/100 | TOTAL |
| | \$ 463,545.00 |

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:

Name/Title: **Vincent DiMaggio - City Manager**

Date:



2035 Tulare St., Ste. 201 tel 559-233-4148
 Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date: 6/22/2016

Claimant Name: City of Mendota

TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2016/17

| PURPOSE | AMOUNT | SUBTOTAL |
|--|---------------|---------------|
| 1. Bicycle & Pedestrian Facilities: | | |
| Article 3: | \$ 8,339.00 | |
| Article 8a: | | |
| Audit Exceptions (General Fund Payback); | | |
| Unexpended Funds, Held by Claimant: | | |
| | | \$ 8,339.00 |
| 2. Regional Transportation Planning: | \$ 11,646.00 | \$ 11,646.00 |
| 3. Public Transportation | | |
| State Transit Assistance Funds (STA): | \$ - | |
| Other: | | |
| | | \$ - |
| 4. Community Transit Service CTSA, Article 4.5: | \$ 19,718.00 | \$ 19,718.00 |
| 5. Streets & Roads: | | |
| Article 8a: | \$ 354,465.00 | |
| Unexpended Funds, Held by Claimant: | | |
| | | \$ 354,465.00 |
| 6. To Be Claimed By: | | |
| Fresno County Rural Transit Agency LTF: | \$ 22,092.00 | |
| Fresno County Rural Transit Agency STA: | \$ 47,285.00 | |
| Other: | \$ - | |
| | | \$ 69,377.00 |
| 7. Reserve in Fund Pending Further Claiming | | \$ - |

GRAND TOTAL
Claim Total Must Agree With Total on First Page
Minus Non Transit Claims
GRAND TOTAL PAYABLE TO CLAIMANT

| |
|---------------|
| \$ 443,147.00 |
| \$ 443,147.00 |
| \$ 118,713.00 |
| \$ 324,434.00 |

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: **6/22/2016**

Claimant Name: **City of Mendota**

BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2016/17

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

| PROJECT TITLE & BRIEF DESCRIPTION | PROJECT COST |
|--|--------------------|
| 1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction: | \$ 8,339.00 |
| <i>AND/OR:</i> | |
| Other - describe briefly if applicable: N/A | \$ - |
| Other - describe briefly if applicable: N/A | \$ - |
| Other - describe briefly if applicable: N/A | \$ - |
| TOTAL PROJECT COSTS | \$ 8,339.00 |

STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2016/17

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

| PROJECT TITLE & BRIEF DESCRIPTION | PROJECT COST |
|---|----------------------|
| 1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction: | \$ 354,465.00 |
| <i>AND/OR:</i> | |
| Other - describe briefly if applicable: N/A | \$ - |
| Other - describe briefly if applicable: N/A | \$ - |
| Other - describe briefly if applicable: N/A | \$ - |
| TOTAL PROJECT COSTS | \$ 354,465.00 |

Enter Date: **6/22/2016**

Claimant Name: **City of Mendota**

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2016/17

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES

Article 3

PUBLIC TRANSPORTATION

Article 4

STREETS & ROADS

Article 8a

STANDARD ASSURANCES FOR CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

- A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).
- B. Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

The undersigned hereby certifies that the above statements are true and correct.
Please print and sign after completing form

Authorized Signature:
Name/Title: **Vincent DiMaggio - City Manager**
Date:

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
EXECUTION OF AN AGREEMENT WITH
THE CITY OF FIREBAUGH FOR DISPATCHING
SERVICES.**

RESOLUTION NO. 16-50

WHEREAS, in 2009 the City of Mendota Police Department entered into an agreement with the City of Firebaugh Police Department for dispatching services (the "2009 Agreement"); and

WHEREAS, the City of Mendota Police Department and the City of Firebaugh Police Department have previously agreed to extensions of the 2009 Agreement; and

WHEREAS, the City of Mendota and the City of Firebaugh seek to enter into a new contract for the City of Firebaugh to provide dispatching services and related tasks to the City of Mendota Police Department; and

WHEREAS, the City of Firebaugh, through its Police Department, is capable of providing emergency dispatching services for the City of Mendota Police Department 24 hours a day, 7 days a week, including holidays, 365 calendar days a year; and

WHEREAS, Staff for the City of Mendota and the City of Mendota Fire Department have negotiated a new Agreement for Dispatch Services, a copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota hereby approves the Agreement for Dispatch Services, and authorizes City Manager Vince DiMaggio to execute the Agreement for Dispatch Services, in substantial form presented as Exhibit "A," and all other documentation necessary to effectuate such Agreement for Dispatch Services, subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT is made between the CITY OF MENDOTA hereinafter referred to as "MENDOTA" and the CITY OF FIREBAUGH, hereinafter referred to as "FIREBAUGH."

WHEREAS, MENDOTA desires to contract with FIREBAUGH for the performance of law enforcement dispatch service/9-1-1 answering responsibilities for CITY by FIREBAUGH through its Police Department; and

WHEREAS, FIREBAUGH agrees, through its Police Department, to render such service, on the terms and conditions set forth;

NOW, THEREFORE, the parties agree as follows:

1. FIREBAUGH agrees, through its Police Department, to provide training to MENDOTA police personnel in the use of the police radio procedures and language as deemed necessary by both parties. This training shall include the computer priority system, uniformity or dispositions, and radio language protocols. MENDOTA agrees that its personnel shall comply with FIREBAUGH radio procedures and protocols and shall hold its employees accountable.
2. FIREBAUGH agrees, through its Police Department to receive phone calls for request for MENDOTA'S police department law enforcement service/primary 9-1-1 answering responsibilities in the FIREBAUGH'S Police Department communications center, and FIREBAUGH further agrees, through its police department, to dispatch MENDOTA police personnel in response to such police calls. MENDOTA agrees to have its police personnel monitor such communications at all times to meet the public safety concerns of MENDOTA.
3. FIREBAUGH further agrees to provide the following Full Time dispatch services to the City Of MENDOTA; 24 hours a day / 7 days a week, including holidays, 365 calendar days per year :
 1. Dispatch 911 calls/Police/Fire/EMS
 2. Dispatch officers to call for service
 3. Answer business calls after hours
 4. California Law Enforcement Telecommunications System (C.L.E.T.S.) entry (refer to Firebaugh Police Departmental Order; Policy and Procedure Memo DO#: 2013-03 for further explanation.)
 - a. Towed/Stored or Impounded Vehicle entries
 - b. Stolen Vehicle Entry and Record Removal
 - c. Repossessed Vehicle Entry
 - d. Missing Unidentified Person Entry and Record Removal
 - e. Restraining Order Entry and Record Removal
 - f. Stolen Gun and Property Entry and Record Removal
 - g. Stolen Gun Recovery/Removal
 - h. Warrant Arrest Dispositions
 5. Dispatch public works after hours
 6. Dispatch Code Enforcement Officers

4. MENDOTA agrees to convert its vehicles to such frequencies as required by FIREBAUGH'S police communications system, and further agrees to provide radios in its police vehicles that have primary and secondary channeling ability as determined by the FIREBAUGH Police Chief to ensure reasonable communications back up.
5. MENDOTA agrees to have its personnel use such alpha-numerical identifier system as determined by FIREBAUGH'S Police Chief and MENDOTA assumes responsibility for keeping FIREBAUGH'S Police Department communication system secure as required by law.
6. This agreement shall become effective when executed by both parties, and shall continue in full force and effect, unless and until terminated by either party upon giving a ninety (90) days advance notice. FIREBAUGH will strive to give one hundred-eighty days' notice if situation is anticipated.
7. FIREBAUGH is proposing a three year (3) contract effective July 1, 2016 and ending on June 30, 2019. Fiscal year cost to MENDOTA listed below;

- a. 2016/2017 \$130,000
- b. 2017/2018 \$130,000
- c. 2018/2019 \$135,000

8. MENDOTA shall pay monthly to FIREBAUGH the cost agreed for performing the dispatching service under this agreement. The monthly payment shall be made to the following:

City of Firebaugh/Police
1133 P Street
Firebaugh, California 93622

9. The payment is due no later than the 20th day of each service month. FIREBAUGH shall bill MENDOTA by the 10th of each month to the following:

City of Mendota
643 Quince Street
Mendota, California 93640

10. FIREBAUGH reserves the right to modify the rate charged for service under this agreement after 90 day written notice to MENDOTA. FIREBAUGH also reserves the right to bill MENDOTA for additional unique costs incurred by increased demands of MENDOTA, such as; adding a second dispatcher for special events; and the FIREBAUGH staff appearing for Mendota in police cases and/or FIREBAUGH researching dispatch records on MENDOTA'S request. FIREBAUGH shall bill any unique costs separately and they shall be payable thirty (30) days from invoice date. FIREBAUGH shall notify MENDOTA of any modifications at least thirty (30) days in advance of any rate modification. This agreement may be otherwise modified at any time only by a separate written agreement signed by both parties.

11. MENDOTA shall hold FIREBAUGH harmless for reduction in dispatching services resulting from labor relations actions and obligations to pay FIREBAUGH shall be reduced for services not performed for that reason.
12. The dispatch service rendered by FIREBAUGH pursuant to this Agreement shall begin on JULY 1, 2016 and the Agreement shall end JUNE 30, 2019.
13. The Agreement supersedes any prior agreement between FIREBAUGH and MENDOTA for the performance of dispatching services.
14. In **WITNESS WHEREOF the CITY OF FIREBAUGH and the CITY OF MENDOTA** have, by order of their respective City Councils, caused these documents to be subscribed by designated officials on the date hereinafter written.

CITY OF FIREBAUGH

BY _____
Ben Gallegos Acting City Manager DATE

BY _____
Salvador Raygoza Police Chief DATE

CITY OF MENDOTA

BY _____
Vince Dimaggio City Manager DATE

BY _____
Gregg Andreotti Police Chief DATE

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: WAIVING OF THE ENCROACHMENT PERMIT FEE FOR GUTIERREZ BACKPACK GIVEAWAY EVENT
DATE: JULY 12, 2016

ISSUE

Should the Council waive the encroachment permit fee for the annual Gutierrez Backpack Giveaway Event?

BACKGROUND

Beginning in 2000 Ignacio Gutierrez and his family have been putting on an event in which they have given thousands of backpacks to children in Mendota, expanding it to welcome children in surrounding communities.

As in past years, Mr. Gutierrez is requesting that the encroachment fee be waived for this year's event so that he can alleviate the cost associated with purchasing all of the materials that he gives away.

ANALYSIS

Part of this event requires that the street in front his business on 7th Street and Oller be blocked off in order to accommodate the quantity of people that will be present. He will also have information booths and other activities for the children.

The Council has been very supportive of this event in the past as it has provided a great benefit, especially to the children. Due to the amount of direct charity provided by Mr. Gutierrez, and the consequent benefit to the public due to the lack of restrictions placed on those wishing to participate, staff has no issue with recommending a waiver of the fee.

FISCAL IMPACT

Loss of revenue to the General Fund: \$75, which is the fee for an encroachment permit.

RECOMMENDATION

Staff recommends that Council waive the fee for the encroachment permit for the Gutierrez backpack giveaway via the adoption of Resolution No. 16-51.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA WAIVING
THE FEE FOR THE ENCROACHMENT
PERMIT FOR THE ANNUAL BACKPACK
GIVEAWAY EVENT OF 2016**

RESOLUTION NO. 16-51

WHEREAS, the City Council of the City of Mendota strives continually to support charitable initiatives within the City, especially those that benefit children and further educational causes; and

WHEREAS, since the year 2000 Ignacio Gutierrez and his family have, at great personal cost of time and resources, held an annual backpack giveaway that has been a boon to the community, especially children; and

WHEREAS, Mr. Gutierrez has approached the City for permission to hold the 2016 annual backpack giveaway, which as presently proposed contemplates encroachments upon public rights-of-way; and

WHEREAS, California Government Code Section 38775 gives city legislative bodies the authority to regulate encroachments on the public right-of-way within their city; and

WHEREAS, the City requires that members of the public seeking to encroach upon public rights of way obtain an encroachment permit, and pay a fee to the City to apply for such permit; and

WHEREAS, the City Council finds that the value to the citizens of the City associated with the annual backpack giveaway greatly exceeds the benefit of the payment of any fee for an encroachment permit.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the fee for an encroachment permit by Ignacio Gutierrez is waived for the 2016 annual backpack giveaway.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: PARTICIPATION IN THE OIL PAYMENT PROGRAM 7 (OPP7)
DATE: JULY 12, 2016

ISSUE

Shall the Council direct the City Manager to sign a letter of authorization allowing Fresno County to submit a regional grant application to participate in the Oil Payment Program?

BACKGROUND

The City of Mendota has participated in a program run by Fresno County called the Oil Payment Program (OPP). This program allows businesses to register with Fresno County and receive reimbursement for accepting used oil. The County has coordinated this program for over 20 years and is preparing another application for OPP cycle 7 (OPP7).

ANALYSIS

As usual, they are planning to be the lead agency on the program application to the California Department of Resources Recycling and Recovery (CalRecycle), and are asking for Letters of Authorization from cities that wish to participate.

There is no cost to our City for participating in the program and it provides a benefit by subsidizing the cost of accepting used oil, so residents can exchange it to be recycled for free.

Attached is information specific to our area regarding the current process, including past activity and success, the Letter of Authorization for Council consideration, and the resolution authorizing the City Manger to sign the letter.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 16-52, approving the issuance of the Letter of Authorization to Fresno County for the submittal of an application for the

Oil Payment Program Cycle 7 (OPP7) from the California Department of Resources
Recycling and Recovery (CalRecycle).



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

June 13, 2016

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

Dear Mr. DiMaggio:

RE: USED OIL PROGRAM HIGHLIGHTS

Fresno County looks forward to a continued partnership with the City of Mendota to actively maintain and improve the Used Oil/Filter Recycling program (UOP). The County manages the UOP on a regional basis which allows for the creation of partnerships with public and private agencies to promote and educate the public in the proper disposal and handling of this waste. These partnerships create a synergy, allow for economies of scale, and maximize funds to extend the message of used oil and filter recycling to all residents. I want to share with you the many projects, programs, advertising campaigns, and outreach efforts that staff has developed and promoted on behalf of your city, the surrounding jurisdictions and its residents. Please share this information provided with your respective City Councils, Boards, residents and interested parties when you meet with them.

Annually, the County of Fresno on behalf of the city of Mendota and the 13 other jurisdictions, submits applications to the California Department of Resources, Recycling and Recovery (CalRecycle).

The **Oil Payment Program (OPP)** grant is awarded on a per capita basis. As a result, when the 14 jurisdictions and the County of Fresno partner, the grant award is increased significantly. For the OPP5 and OPP6 cycles the 14 jurisdictions and the County of Fresno were collectively awarded \$146,532 and \$151,065, respectively. Based on the grant requirements, the City of Mendota was collectively awarded \$10,000.

The **Used Oil Competitive (UOC)** grant is different in that it is awarded based on the merits of the grant proposal and funding is not guaranteed. For the UOC2 grant the 14 jurisdictions and the County of Fresno were collectively awarded \$250,000 to develop and customize used oil messaging and school education to underserved sectors of the community (Hmong, Punjabi, etc.) and the English and Spanish residents.

Projects, programs, advertising campaigns and outreach are summarized below by category:

RESOURCES DIVISION

2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4259 / FAX 600-4552
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USED OIL PROGRAM HIGHLIGHTS

June 2, 2016

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Projects:

- Used oil funds maintain and provide service to the four Certified Collection Centers (CCC) in Mendota.
 - Alex Auto & Diagnostics & Smog, 650 Oller St.
 - Mendota Smog Repair, 1415 9th St.
 - Morales Auto Repair, 1417 4th St.
 - Ramon's Tire & Wheel, 261 Oller St.

- Used oil funds recently added a new Certified Collection Center (CCC):
J&B Auto Sales, 792 N Street, Firebaugh

- Oil tanks at 23 of the 44 Certified Collection Centers (CCC) were purchased by the County of Fresno with grant funds. Furthermore, the County also has an exclusive contract with Asbury Environmental Services. Asbury provides the used oil and filter collection to multiple CCCs throughout the jurisdictions of Fresno County as a free service.

Programs:

- In 2015, over 27,538 gallons of used oil and 17,271 used oil filters were collected by CCC businesses at no cost to residents. The amount of oil recovered will create approximately 18,500 gallons of re-refined oil. The amount of oil filters recycled saved over 3 tons of steel.

- From January 2015 through March 2016, resident of the city of Mendota recycled 3,787 gallons of used oil.

- Used oil funds assist businesses in managing and recycling oil and filters in the prevention of oil contamination to water and agricultural land within the boundaries of each community. Residents are offered a 40-cents-per-gallon incentive to properly recycle their used oil. There are 44 CCC locations located within the 14 cities and unincorporated Fresno County.

Advertising Campaigns:

- The County produces the annual "Turning It Around" Directory in the Valley Yellow Pages (VYP) and Real Yellow Pages (YP) phone books, which reach over 1 million residents and advertise businesses that accept used oil and filters for recycling, as well as other recyclable materials and hazardous wastes. The "Turning It Around" Directory is featured in both the regional and localized VYP/YP phone books. The CCCs are also promoted on the County's website under the Public Works and Planning Department's "Turning It Around" link.

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USED OIL PROGRAM HIGHLIGHTS

June 2, 2016

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- The oil grant funds also allow for additional advertising in the form of radio remote broadcasts and advertisements. With more than 1 in 5 households changing their oil on their own, radio advertising is key to reaching these populations for the County and its jurisdictions. For 2015 and 2016, Fresno County purchased air time from Lotus Fresno, Cumulus Media and I Heart Media, which represent all major radio stations broadcasting the countywide. As a result, used oil recycling messages are able to reach 460,000 jurisdiction and unincorporated residents each week in English and Spanish media markets. In addition, the County has used oil grants to secure advertising from KBIF (AM 900), Hmong TV Network, and HmongUSA TV to provide used oil recycling messaging to Hmong and Punjabi speaking populations throughout Fresno County. These audiences represent 5% of the total residents of the county and allows for the used oil message to be accessed by 94% of all residents within the jurisdictions and unincorporated Fresno County.
- The UOP is promoted at multiple collegiate sporting events at California State University, Fresno (Fresno State). Fresno State is an accredited higher educational institution in both academics and athletics. The County established partnership with Bulldog Sports Properties to deliver messaging through public address (PA) and large screen video formats at Men's and Women's Basketball, Baseball, and Softball games each season. In addition, UOP messaging is distributed through "email blasts" as well as on the University's athletics website www.gobulldogs.com. Fresno State athletic venues allow the Used Oil Program to reach over 180,000 residents at games, as well as 200,000 fans through website marketing and 40,000 residents via email marketing during the Basketball, Baseball, and Softball seasons.
- The UOP has also established a public-private partnership with the Fresno Grizzlies the AAA baseball affiliate of the Houston Astros to deliver used oil/filter recycling messaging through PA and large format scoreboard formats during games. The Program has been able to reach over 144,000 residents through outreach messaging.
- The UOP established a public-private partnership with local station KMPH/KFRE to broadcast used oil/filter messaging during NASCAR and San Francisco Giants sports programming, as well as weekday and weekend evening news broadcasts. This has allowed the program to reach over 370,000 residents on KMPH and over 12,000 residents on KFRE.

Community Outreach:

- Used oil grants have also funded the time and efforts to redesign and improve the used oil brochure to provide information in a simpler format and to expand the information to be offered in Hmong and Punjab.

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USED OIL PROGRAM HIGHLIGHTS

June 2, 2016

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- Recent Tire Amnesty events held on December 5, 2015 in Sanger and January 23, 2016 in Biola featured used oil literature and were passed out to all residents attending the event. The County of Fresno has strategically targeted these local programs and venues as a vehicle to better market and emphasizes the regional oil program as a free service to its jurisdictions.
- The County's website offers residents information regarding the negative effects of improper disposal of oil on the environment as well as CCCs in English and Spanish. The used oil webpage has reached over 450 visitors, 379 of which were "unique" in 2015. The County's regional UOC allowed the program to update the webpage to provide more extensive information to residents in English and Spanish, as well as Hmong and Punjabi. This allows the Program's reach to further expand to serve those communities speaking Hmong and Punjabi. The new website has already reached 1,021 visitors since its implementation in April 2016.
- The program also provided outreach to library patrons throughout the County. Portable banner displays featuring oil and filter recycling messages, providing outreach literature, were made available to residents throughout the County's library system within the communities of Orange Cove, Kingsburg, Kerman, Parlier, Caruthers, Mendota, Firebaugh, Reedley, San Joaquin, Sanger, Fowler and Clovis. The Program has been able to reach approximately 53,000 library patrons.
- Two new displays offering oil facts and information are being rolled out to the library systems in Fresno County. In addition, County staff has set up an automatic quarterly rotation between branches of both the Fresno County Free Library system and the Coalinga-Huron Library District.
- County Resources staff responds to approximately 5,900 calls from residents requesting information, general recycling, tires, HHW, used oil and filter recycling, agricultural waste, and multiple other recycling and solid waste program inquiries.

County Staff will be implementing additional activities in 2016 thanks to Mendota's commitment to the Used Oil Program:

- Quarterly newsletter commencing April 2016 regarding events, outreach and new sites.
- New used oil webpage to assist Certified Collection Centers in promotion and execution of the used oil and used filter recycling page.
- High School and College Educational programs geared to Automotive and Driver Training classes.
- Coordination with non-profit organizations that teach automotive maintenance to spread the message throughout the jurisdictions and county residents.

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USED OIL PROGRAM HIGHLIGHTS

June 2, 2016

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- Multiple outreach activities are planned in the upcoming months, including the distribution of oil/filter recycling literature and information at community events, both within the city jurisdictions and within the unincorporated County areas. Staff has identified 20 events including:

- Sanger Blossom Festival
- Orange Cove Blossom Festival
- Earth Day Fresno
- Reedley Car Show
- Selma Raisin Festival
- Huron Color de Mayo 5K Run
- Kingsburg Swedish Festival
- Mendota Harvest Fiesta
- Clovis Peach Party
- Firebaugh Cantaloupe Harvest Festival
- Shaver Lake Loggers Jamboree
- Kerman Harvest Festival & Parade
- Selma Parkin' in the Park Car Show
- Fresno Fiesta Patrias/El Grito Celebration
- Caruthers District Fair
- CoalingaFest
- Parlier Car Show
- Fowler Fall Festival
- Reedley Fiesta
- America Recycles Day

It is the County's goal to assist your jurisdiction and respective City Representation in whatever way we can. If you have any questions or suggestions where we can help, feel free to contact me at mgriffey@co.fresno.ca.us or by phone at (559) 600-4259.

Sincerely,



Mike Griffey
Staff Analyst
Resources Division
Department of Public Works and Planning

RESOURCES DIVISION

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO SIGN A LETTER
OF AUTHORIZATION ALLOWING FRESNO
COUNTY TO SUBMIT A REGIONAL
APPLICATION FOR THE OIL PAYMENT
PROGRAM, CYCLE 7 (OPP7)**

RESOLUTION NO. 16-52

WHEREAS, the County of Fresno for more than 20 years has acted as lead applicant for the region in submitting grant applications to the California Department of Resources Recycling & Recovery (CalRecycle) for assistance in disposing of used oil; and

WHEREAS, Fresno County requests a letter of authorization to memorialize the city of Mendota's participation in the grant, a copy of which is included as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota authorizes the City Manager to sign a letter of authorization, committing to participate in this regional grant.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk



CITY OF MENDOTA

"Cantaloupe Center Of The World"

July 13, 2016

Department of Resources Recycling and Recovery (CalRecycle)
1001 "I" Street
P.O. Box 4025
Sacramento, CA 95812-4025

Dear CalRecycle:

RE: Letter of Authorization for Oil Payment Program, Cycle 7 (OPP7)

I am the City Manager for the City of Mendota. I am authorized to contractually bind the City of Mendota. Pursuant to this authority, I hereby authorize the **County of Fresno** to submit a regional application and to act as Lead Agency on behalf of the City of Mendota. The County of Fresno is hereby authorized to execute all documents necessary to implement the project and secure payment under the OPP7 program. This authorization is and shall remain effective until the end of the OPP7 performance period, which is **June 29, 2018**.

Sincerely,

Vincent F. DiMaggio
City Manager
City of Mendota
(559) 655-3291

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DAVID McGLASSON, CITY ENGINEER

VIA: VINCE DIMAGGIO, CITY MANAGER

SUBJECT: RECONSTRUCTION OF PORTIONS OF
MARIE AND DIVISADERO STREETS
RECOMMENDATION FOR APPROVAL OF
ENGINEERING SERVICES AGREEMENT

DATE: JULY 12, 2016

ISSUE

Should the City Council adopt the attached resolution to authorize approval of the attached agreements with Provost & Pritchard Engineering Group and BSK Associates for the Reconstruction of a Portion of Marie and Divisadero Streets, in the total amount of \$73,800.00?

BACKGROUND

Staff has worked to identify and prioritize street improvements projects throughout town. The Fiscal Year 2016/2017 budget was recently passed and included three priority street projects. Two of which are the reconstruction of Marie Street from the M&M Grocery to Divisadero and Divisadero Street from Marie to the northern leg of Lolita. These projects will be cost-effectively combined into one project, designed and constructed together.

ANALYSIS

Staff has prepared and reviewed preliminary opinions of project costs for this project. The project will be designed and constructed in accordance with State and Federal accessibility laws.

The attached agreements with Provost & Pritchard Engineering Group and BSK Associates provides for the necessary geotechnical analysis, surveying, engineering and construction administration. Compensation under the agreements will be as follows:

| | |
|---------------------------------------|------------------|
| Geotechnical Investigation and Report | \$5,800.00 |
| Field Survey | 5,000.00 |
| Plans, Specifications, and Estimate | 29,000.00 |
| Construction Administration | <u>34,000.00</u> |
| Total Compensation: | \$73,800.00 |

FISCAL IMPACT

Compensation for these services will be paid from Measure C and LTF Street Funds. No General Funds will be expensed as part of this action. The Public Works Director has provided a complete budget impact report under separate cover.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing approval of the attached agreements with Provost & Pritchard Engineering Group and BSK Associates for the Reconstruction of a Portion of Marie and Divisadero Streets, in the total amount of \$73,800.00.

July 6, 2016

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

**Subject: Proposal for Survey, Engineering and Construction Services
Reconstruction of Portions of Marie and Divisadero Streets**

Dear Vince:

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

Project Understanding:

At the June 28th City Council meeting, the City Council approved the Fiscal Year 2016-2017 budget and directed the Public Works Director to proceed with reconstruction of Marie Street from the M&M Market to Divisadero, and of Divisadero Street from Marie to the north leg of Lolita, using Measure C and LTF Street funds.

At the request of the City, during the preparation of the budget, we had provided estimates for alternative construction scopes for this project. In accordance with the Americans with Disabilities Act (ADA), street reconstruction falls under the category of "alteration" and therefore, curb ramps within the limits of work of the project must be provided or reconstructed to meet current ADA standards in locations where there is an existing, adjacent sidewalk. We have provided below a scope of services that will provide the necessary plans, specifications and estimate (PS&E), and provide construction management and observation services.

Scope of Services:

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

Phase SUR: Field Survey

- Establish construction control centerlines using existing curbs, gutters and concrete improvements. No boundary survey will be provided as the limits of the existing street construction are not being expanded.
- Perform a topographical field survey to determine horizontal locations and existing elevations of gutter lips, crown elevations, top of curb, valve covers, manhole lids and storm drain inlets/outlets.
- Extra detail will be obtained at alley approaches and existing curb returns for use in confirming compliance of existing curb ramps or designing new accessible curb ramps. We will locate existing signs, trees, above ground utilities, and other features that will impact curb ramp design.
- Prepare base map for use by design engineer.

We propose to complete the Field Survey Phase for the lump sum of **\$5,000**.

Phase PSE: Final Plans, Specifications, and Estimate for Bidding

- Prepare Notice of Exemption for CEQA, assuming the project is Categorically Exempt under section 15302, Replacement or Reconstruction
- Contact dry utility providers with services in the area and research maps and information they provide. Incorporate utility infrastructure into base maps.
- Prepare plans, specifications and engineer's opinion of probable construction cost (PS&E). Plans will be single-window plan view only, at a scale of 1"=20' to allow for adequate illustration of detail. Specifications will be in CSI format.
- Design of street and drainage improvements, including pavement, striping, and accessible curb ramps.
- We anticipate one preliminary submittal to the City for review when PS&E are approximately 50% complete. This will ensure that we are proceeding in accordance with the City's direction. After review is complete, we will generate 100% plans.
- Prepare bid package for advertisement. Bid package will include plans, specifications and a separate bidder's package including all necessary documents to be submitted at time of bid opening. We will provide two (2) copies of the full size plan set and the project manual, one for review at City Hall and the other for review at our office.
- Notify Builders' Exchanges and provide electronic project documents for use by contracts at those locations.
- Attendance at the pre-bid meeting and job walk.

- Prepare any necessary clarifications and addenda during the bid time resulting from bidder questions.
- Attend and run the bid opening, to be held at the City of Mendota.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to the City Council. Prepare Notice of Award to successful bidder.

We propose to complete the Plans, Specifications, and Estimate Phase for the lump sum of **\$29,000**.

Phase CA: Construction Administration and Observation Services

- Perform construction administration for the project, including responding to RFIs, reviewing potential requests for change orders, processing of contractor payment requests, coordination with contractor, and coordination with City Staff for project updates and scheduling.
- Resident Project Representative to be on site regularly but not full time during construction, and serve as the point of contact with the Contractor. Budgeted time for this is 144 hours (24 hours per planned construction week) of on-site construction observation, including travel time.

We propose to complete the Construction Administration Phase for the lump sum of **\$34,000**.

Total Compensation for all of the services proposed will be **\$68,000**.

Schedule:

Once we receive a signed contract and are authorized to proceed, we will move forward with the above scope and prepare plans and specifications for bidding purposes. The City has expressed their desire to have the project constructed by the end of the calendar year. We have provided a preliminary schedule and although it is aggressive, construction will likely occur during the rainy season. As we near the date of bid advertisement, consideration should be given to the forecasted weather and the feasibility of construction to take place in the fall. Bidding for the project is anticipated to happen in late August of 2016 with construction of improvements initially planned to take place in fall of 2016. Depending upon the final decision of the City, bidding and construction may be postponed to early 2016 for more favorable weather conditions.

Assumptions:

- The City will provide video inspection and comments on existing sewer pipes and manholes within the limits of the project and will specifically identify any dilapidated manholes that should be reconstructed as part of this project. At this time, we are not including rehabilitation or redesign of the sewer system in our scope of services.

- No existing wet utilities, such as sewer, water, or storm drain will need to be designed or replaced as a part of this project, other than adjustment of lids and manholes covers to match finished grade.
- The new infrastructure will not be capacity increasing, and is therefore eligible for a Categorical Exemption under CEQA.
- The City will separately retain BSK & Associates to prepare a geotechnical engineering report. Estimated cost of this report is \$5,800 and is not a part of this proposal.
- No existing curb and gutter will be replaced except at curb returns or alley approaches where ADA-compliant ramps will be constructed.
- No sidewalk construction is planned as part of this project except at curb returns where ADA-compliant ramps will be constructed.
- This project will not extend into the UPRR right of way.
- Construction will last six (6) weeks overall.
- Construction surveying (staking) is not included in this proposal, but can be provided at the request of the City.

Terms and Conditions:

This work will be subject to the terms and conditions in the attached Consultant Services Agreement. If this is acceptable, please sign below and on the attached agreement and return copies of each to our office. These will serve as our Notice to Proceed.

Sincerely Yours,

Provost & Pritchard Consulting Group



Michael L. Osborn, PE
CE 66022
Project Engineer



David McGlasson, PE, PLS
CE 38482, PLS 6968
Principal-in-Charge

Terms and Conditions Accepted:

By the City of Mendota

Signature _____
Vince DiMaggio
City Manager

_____ Date



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

Consultant Services Agreement

| | |
|--|---|
| Client: City of Mendota | Project No.: 333616017 |
| Attention: Vince DiMaggio | Telephone: 559-655-3291 |
| Bill to: | Fax: 559-451-1390 |
| Billing Address: 643 Quince Street | Email: vincedimaggio@cityofmendota.com |
| City, State, Zip: Mendota, CA 93640 | Date Desired: See Proposal |
| Project Title: Survey, Engineering and Construction Services Reconstruction of Portions of Marie and Divisadero Streets | Basis of Fee: See Proposal |
| Project Location: Fresno County | |

Description of Services:
 Please see the attached Proposal titled, "Survey, Engineering and Construction Services Reconstruction of Portions of Marie and Divisadero Streets", dated July 6, 2016.

Remarks:
 Survey, Engineering and Construction Services Reconstruction of Portions of Marie and Divisadero Streets

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

| | |
|--|---|
| Client: City of Mendota | Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group |
| By: | By: |
| Name/Title: Vince DiMaggio/City Manager | Name/Title: David McGlasson, PE, PLS |
| Date Signed: | Date Signed: |

Provisions of Agreement

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

Scope of Services

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Consultant makes no warranty, either express or implied, as to any findings, recommendations, plans, specifications, or professional advice provided by Consultant or its subconsultants, except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance. 2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors. 3. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency. 4. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign the ALTA survey statement attached to this agreement and incorporated herein by reference. 5. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 7. 6. If the scope of services requires Consultant to estimate quantities, areas and/or volumes for construction, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs. | <ol style="list-style-type: none"> 7. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract. Examples of such additional services include, but are not limited to: <ul style="list-style-type: none"> • Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this agreement. • The cost of restaking in the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant. • Clarifications, adjustments, modifications and other changes due to field and other conditions that change by the time project construction occurs. • The costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement. • All of the costs of preparation, examination and filing of Record of Survey or Corner Record. • Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies. • Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant. |
|--|--|

Construction Services

8. If the scope of services contained in this agreement does not include construction phase services for this project, Client acknowledges such construction phase services

- will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
9. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or their employees or subcontractors at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
 10. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
 11. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
 12. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

Documents

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

Limitations

17. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
18. Client acknowledges that, unless specifically stated to the contrary in the project proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
19. Client agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant. Nothing contained in this agreement should be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, or person who arranges for disposal, transport, storage or treatment of hazardous materials within the meaning of any governmental statute, regulation or order.
20. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater.

Financial

21. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client acknowledges and agrees that time schedules and fees, as applicable,

- related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
22. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
 23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in paragraph 21.
 24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1 - 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices. In the event of a dispute over any billing or portion of billing, Client agrees to pay Consultant the late payment charge on disputed amounts subsequently settled in favor of Consultant.
 25. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts, and a commensurate percentage increase shall be applied to all remaining compensation due under fixed fee contracts.
 26. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.
 27. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

Other

28. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
29. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
30. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
31. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
32. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
33. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
34. This agreement shall be governed by and construed in accordance with the laws of the State of California.
35. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 7. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 7.
36. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.
37. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
38. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
39. Consultant and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraph 35 except for termination expenses provided for in said paragraph 35.



550 West Locust Avenue
Fresno CA 93650
P 559.497.2880
F 559.497.2886
www.bskassociates.com

Sent via email: mosborn@ppeng.com

June 28, 2016
(Revised July 6)

BSK Proposal GF16-13917A

City of Mendota
c/o Mr. Michael Osborn, P.E.
Provost & Pritchard Consulting Group
286 W. Cromwell Avenue
Fresno, California 93711

SUBJECT: Proposal for Geotechnical Engineering Investigation
Proposed Marie Street Reconstruction
Marie Street between 2nd and Divisadero Streets and
Divisadero Street between Marie and Lolita Streets
Mendota, California

Dear Mr. Osborn:

At your request, BSK Associates (BSK) is pleased to submit this proposal to provide a geotechnical engineering investigation for the proposed reconstruction of the referenced streets in Mendota, California. Based on a recent email correspondence with you, we understand full depth reclamation techniques will be utilized for the reconstruction of the referenced streets. We also understand that the curb and gutter on the east side of Marie Street, will remain while an asphalt concrete berm and graded swale will be added on the west side of the street.

The purposed of our investigation will be to provide geotechnical recommendations for the project as described below. We have based our proposal on the following:

- Our discussions with you,
- Our review of Google Earth Pro aerial imagery and Street View photos of the site, and
- Our previous experience with similar projects.

The following sections present discussions regarding our understanding of the proposed project. In addition, our proposed scope of services, fee quotation, project schedule, and project limitations are presented for your consideration.

Project Understanding, Site Conditions and Anticipated Subsurface Conditions

The project site is located at Marie Street between 2nd and approximately 100 feet beyond Divisadero Streets (approximately 650 linear feet) and at Divisadero Street between Marie and Lolita Streets (approximately 450 linear feet) in Mendota, California. The streets are in poor condition and requires reconstruction. Review of Google Earth Street View indicates the referenced streets are experiencing distress in the form of alligator cracks, rutting, pot holes, etc. Overhead power lines occupy the west side of Marie street, limiting conventional drill rig access.

Based on our experience within the city of Mendota, we expect the upper approximately 5 feet below the existing pavement section to consist of moderately to highly expansion clayey soils.

Scope of Work

Our proposed scope of services will consist of a project set up activities, subsurface investigation, laboratory testing, engineering analysis, and report preparation as described below. Our findings will be summarized in a report prepared under the supervision of a California registered Geotechnical Engineer (GE).

This proposed investigation specifically excludes the assessment of environmental characteristics particularly those involving hazardous substances. If needed, BSK can outline a scope of services for an environmental assessment in a separate proposal.

Project Set Up

Project set up will include coordination with our staff, layout of our exploration points, and clearance of utilities via Underground Service Alert (USA). We will visit the site to mark the locations of the proposed exploration points and to confirm site access. We will then contact USA a minimum of 48 hours prior to our subsurface exploration for utility clearance. It is our understanding that the utilities within the street will be marked prior to drilling.

Subsurface Investigation

We propose to explore the subsurface conditions at this site by coring 4 to 5 locations and hand augering to a depth of approximately 5 feet below ground surface (bgs) or until refusal. We will measure the pavement section. A professional from BSK will maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing. We will collect relatively undisturbed soil samples, at depths of approximately 2 and 5 feet bgs, for laboratory testing. The soil sampling will be performed using a 2.5-inch inner diameter split barrel sampler attached to a slide hammer. During our investigation, we will also measure the approximate depth to groundwater if it is observed. Bulk samples of subgrade and surficial soils will be obtained from the borings for R-Value



testing purposes. Upon completion, the borings will be backfilled soil cutting and capped with rapid set concrete. Excess soil cuttings generated during the drilling operation will be disposed of off-site.

Although this is rare, in the event that hazardous materials are encountered as indicated visually or by odor in the soil borings during our subsurface investigation, such borings will be immediately terminated and arrangements will be made to backfill such borings with cement grout. BSK will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added cost incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the geotechnical investigation using our current fee schedule.

Laboratory Testing

Laboratory tests will be performed on selected soil samples to evaluate pertinent engineering properties for design of the project. Laboratory tests which we anticipate performing may include measurement of in-situ moisture content and dry density and R-Value tests.

To aid in design of full depth reclamation, we will obtain bulk samples of the near surface soil and mix the soil with 4, 5 and 6 percent cement, and then conduct a compression test on the samples after 7 days.

After the field investigation is completed, if we find it necessary to perform additional tests, we will contact you for your prior approval. We will temporarily store the samples collected during our investigation (but not tested in the lab) for a period of 90 days from the date of drilling. After this period, we will dispose of the samples unless otherwise requested by the Client.

Engineering Analysis and Report Preparation

We will evaluate the field and laboratory data and perform geotechnical engineering analyses to develop conclusions and recommendations as summarized below. Results of our field explorations, laboratory tests and engineering analysis will be summarized in a report prepared under the supervision of a California registered Geotechnical Engineer. At this time, we anticipate that the report will include the following items:

- A description of the project including a vicinity map and site plan showing the approximate boring locations;
- A description of the field investigation, logs of borings, and results of laboratory tests;
- A description of the surface and subsurface site conditions encountered during our subsurface investigation, including expected depth of groundwater;
- Conclusions and recommendations related to the geotechnical aspects of:



- Site preparation and grading, subgrade preparation, engineered fill materials and fill placement and compaction.
- Pavement section design alternatives based on R-Value testing and a range of Traffic Indices (TIs), including:
 - Full depth hot mix asphalt,
 - Full depth reclamation with cement, and
 - Standard AC/AB structural section.

Four (4) bound copies of the report will be provided for distribution to the design team. We will also provide an electronic copy of our report in pdf format via email.

Schedule

BSK is ready to start working on this project immediately following receipt of formal authorization to proceed. We anticipate that the subsurface investigation will be completed in 1 working day. We estimate that laboratory testing will be completed within approximately two weeks following the completion of the subsurface investigation, and the report will be submitted within approximately two weeks after completion of the laboratory testing program.

Fee Arrangements

Fees for our services will be charged on a lump sum basis. Our lump sum fee will be invoiced monthly on a percent complete basis. For the scope of services outlined in this proposal, our fee, approximately broken down by task, will be as follows:

| Estimated Fee | |
|--|-----------------|
| Field Exploration | \$ 2,300 |
| Laboratory Testing (R-Values, moisture density, cement-treated soil compression tests) | \$ 2,200 |
| Engineering Analysis and Report Preparation | <u>\$ 1,300</u> |
| Estimated Fee | \$5,800 |

Our fee applies to work commenced within 60 days of this proposal. After that time, we should review our proposal.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specializing invoicing if backup documentation is needed. These special services will be charged on a time and expenses basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.



Work Safety

The safety of our employees is of paramount concern to BSK. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Plan Review and Construction Monitoring Services

We recommend that BSK be retained for review of the project plans and specifications prior to issuance of documents for construction bidding purposes. This review provides a beneficial means of assessing whether our geotechnical recommendations have been incorporated into the design of the project. This plan review should be considered part of our services as Geotechnical Engineer-of-Record (GEOR).

In addition, as part of our GEOR services, earthwork observation and testing services should be provided by BSK during construction. Proper geotechnical observation and testing during site work construction is imperative in allowing the geotechnical engineer the opportunity to confirm the assumptions made during the design process and to monitor the work for conformance with our recommendations.

BSK maintains a well-qualified construction materials laboratory and staff in addition to our soil testing capabilities. We can provide testing services on asphalt concrete, as well as other elements of construction. Separate proposals for construction observations and materials testing can be provided once the project plans are completed.

General Conditions and Agreement

Enclosed is a copy of BSK's Agreement for Geotechnical Engineering Services. BSK's services will be performed subject to the terms and conditions of the attached General Conditions for Geotechnical Engineering Services. Please have an authorized representative sign, date, and email us a copy of the Agreement as our authorization to perform the above scope of services. Upon receipt of the executed Agreement, we will countersign the Agreement and email a copy to you. Alternatively, please forward your professional services agreement for our review.

BSK will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided.

This proposal was developed after discussion with you and is a preliminary understanding of your desires. If a portion of this proposal does not meet your needs, or if those needs have changed, BSK is prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms



and conditions may result in changes to the risks assumed by the Client as well as adjustments to our fees.

Additional Requirements

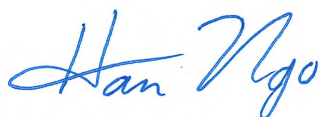
It is the responsibility of the Client or its representatives to provide BSK available information on locations for all utilities and utility easements situated within the site at least four (4) working days before the start of our field investigation. Penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures, which may be buried below the ground surface at the site. We will call Underground Service Alert's (USA) at least 48 hours before excavating and will hand auger the upper 5 feet of the borings in order to comply with USA utility clearance protocol. It is our understanding that the utilities within the street will be located and marked prior to our drilling activities.

Damage to the existing site surface will occur during our subsurface investigation. We will take precautions to limit such damage; however, we will not be responsible for the restoration of these areas except for backfilling and capping of the borings with soil and rapid set concrete asphalt patch as previously discussed.

Closure

BSK appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have questions concerning this proposal or require additional information or services, please contact the undersigned at 559.497.2880.

Sincerely,
BSK Associates



Han Ngo, P.E.
Project Engineer
CE 74615

HN/HK/cc



On Man Lau, G.E.
South Valley Regional Manager
GE 2644

Enclosures: Agreement for Geotechnical Engineering Services
General Conditions for Geotechnical Engineering Services



AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2016, is by and between
The City of Mendota ("Client") and BSK Associates ("Consultant").

THE PROJECT is generally described as proposed Marie Street Reconstruction in Mendota,
California ("Project Site").

THIS AGREEMENT consists of the following documents which are incorporated herein by
reference:

- General Conditions for Geotechnical Engineering Services;
- Consultant's Scope of Services and Fee Estimate, presented in BSK's proposal
GF16-13917A, and referred to as Exhibit A.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with
its terms, including all attachments incorporated herein by reference. This Agreement may not
be modified or altered, except in writing as specifically described in this Agreement.

| | CLIENT | CONSULTANT |
|-------------|---------------------------|--------------------------------------|
| Signature: | _____ | _____ |
| Print Name: | _____ | On Man Lau, G.E. |
| Title: | _____ | South Valley Regional Branch Manager |
| Company: | City of Mendota | BSK Associates |
| Address: | 643 Quince Street | 550 West Locust |
| | Mendota, California 93640 | Fresno, California 93650 |
| Date: | _____ | _____ |



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Company is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Company as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Company will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Company provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Company on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Company will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Company resulting from its failure to perform recommended additional Services that Client has not authorized Company to perform, and any claim that Company

failed to perform services that Client instructs Company not to perform.

2.3.2. Biological Pollutants. Company's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Company's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Company has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Company from all claims by any third party concerning Biological Pollutants, except for damages caused by Company's sole negligence.

3. PAYMENTS TO COMPANY

3.1. Basic Services. Company will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. To the best of its ability, Company will perform the Services and accomplish the objectives of this Agreement within any written cost estimate provided by it. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Company shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES.

3.4.1. Changes to Rates. Client and Company agree that the SCHEDULE OF CHARGES is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure. Company will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Company and Client cannot agree upon a new fee structure within 30 days after notice, Company may terminate

this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Company from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Company offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Company will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Company's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Company and that Company does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Company's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Company may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Company will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Company deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such

observations, Company may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Company may not be on site continuously; and, unless expressly agreed otherwise, Company will not observe all of the Work.

6.1.2. Contractor's Performance. Company does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Company's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Company be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Company.

6.1.3. Contractor's Responsibilities. Company will not supervise, direct or have control over the Work nor will Company have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Company will provide Client with a written report summarizing the tests and observations, if any, made by Company.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Company will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Company will review such submittals solely for general conformance with Company's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Company on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Company's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Company in any manner necessary and within its ability to facilitate Company's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Company to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Company will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Company's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Company with all information and documents in Client's possession or knowledge which are relevant to Company's Services. Client warrants the accuracy of any information supplied by it to Company, and acknowledges that Company is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Company of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Company, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Company to any such structure or utility not so designated. Company is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Company.

8. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Company will notify Client in writing of the Changed Conditions. Client and Company agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Company and Client cannot agree upon amended terms and conditions within 30 days after notice, Company may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Company's Services under this Agreement are limited to geotechnical engineering and that Company has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Company execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed or Work tested and/or observed

meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to an expression of professional opinion based upon the Services performed by Company, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the limitations of this Agreement, Consultant will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Consultant's negligence in performance of this Agreement. Consultant's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Consultant's actual indemnity obligation hereunder

11.2.2. Indemnification of Company. Client will indemnify and hold harmless Company Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Company's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this

Agreement will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Company's Insurance. Company will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client will require that all Contractors and subcontractors for the Project name Company as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Company and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Company's Documents. Unless otherwise agreed in writing, all documents and information prepared by Company or obtained by Company from any third party in connection with the performance of Services, including, but not limited to, Company's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Company may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Company in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Company's electronic Documents and media will conform to Company's standards. Company will provide any requested electronic Documents for a 30-day acceptance period, and Company will correct any defects reported by Client to Company during this period. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Company's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Company's express prior written consent. Client waives any and all claims against Company resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Company's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Company provides laboratory testing or analytic Services, Company will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Company, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

16. RELATIONSHIP OF THE PARTIES

Company will perform Services under this Agreement as an independent contractor.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Company. Company may terminate this Agreement if Client suspends Company's Services for more than 60 days and Client will pay Company as set forth under Section 18, "Termination." If Client suspends Company's Services, or if Client or others delay Company's Services, Client and Company agree to equitably adjust: (1) the time for completion of the Services; and (2) Company's compensation in accordance with Company's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Company for demobilization and subsequent remobilization.

17.2. Liability. Company is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Company's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Company and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Company's material breach of this Agreement, Client will pay Company for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then current SCHEDULE OF CHARGES.

19. DISPUTES

19.1. Mediation. All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
EXECUTION OF TWO PROFESSIONAL
SERVICES AGREEMENTS FOR THE
RECONSTRUCTION OF PORTIONS OF
MARIE AND DIVISADERO STREETS**

RESOLUTION NO. 16-54

WHEREAS, the City of Mendota and the City Engineer have determined that Marie Street, from M&M Grocery to Divisadero Street, and Divisadero Street, from Marie Street to the northern leg of Lolita Street, should be reconstructed; and

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

WHEREAS, the City Engineer has submitted a proposal that is acceptable to City staff; and

WHEREAS, the City intends to enter an agreement with BSK Associates, to provide geotechnical engineering services necessary to bring the subject project to construction; and

WHEREAS, BSK Associates has submitted a proposal that is acceptable to City staff; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota authorizes the City Manager to approve and execute the proposals received for this project which were presented to the Council at its regular meeting of July 12, 2016; specifically:

| | |
|---|--------------------|
| Agreement with BSK Associates: | |
| Geotechnical Investigation and Report | \$5,800.00 |
| Agreement with Provost & Pritchard Engineering Group, Inc.: | |
| Field Survey | 5,000.00 |
| Plans, Specifications, and Estimate | 29,000.00 |
| Construction Administration | 34,000.00 |
| Subtotal, Provost & Pritchard Engineering Group, Inc. | <u>\$68,000.00</u> |
| Total Cost of the Two Agreements: | \$73,800.00 |

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016, 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: DIRECTION TO STAFF ON PROCEEDING WITH THE PLANNING OF A NEW POLICE STATION
DATE: JULY 12, 2016

ISSUE

Provide direction to staff on the planning, design, and construction of a new police station using \$950,000 provided by the State of California.

BACKGROUND

On February 19, 2016, State Senator Canella introduced SB 1307, a bill providing funding to Huron, Firebaugh, and Mendota for the construction, renovation, or relocation of police department facilities, applicable to either new construction or existing buildings. The bill moved through the Committee process before briefly stalling, and was later included in the state's budget for Fiscal Year 2016-2017, which was formally signed into law by the Governor last week.

This is an outright grant of funds. There is no matching requirement or other conditions, other than that the funds shall be used on police facilities.

Since the introduction of the bill in February, the Police Chief, Public Works Director, and City Manager have explored alternatives for the use of these funds in the event the funds were actually approved. The two most viable alternatives for the funds are: 1) build a stand-alone police station on the vacant parcel owned by the City at 7th Street and Riofrio; or 2) build a combined City Hall/Police Station on the same site. With the funds now formally approved, it is appropriate to receive direction from the City Council on pursuing the preferred alternative.

ANALYSIS

The vacant parcel at 7th Street and Riofrio was acquired last year by the City with the intention of constructing an urban park using grant funds as part of a downtown revitalization project. Given this new series of events, the site is ideal for a police station or combined police station/city hall and would represent a significant urban renewal opportunity that could be the catalyst for future downtown economic development. In addition, given the fact that the site is centrally located, it provides an ideal opportunity to

headquarter the police department in the center of town as opposed to its current location on the eastern edge of town.

Two viable opportunities exist for the development of the 7th Street site. The first is to build a standalone police station. This option has the benefit of bringing the police department into the downtown and into closer proximity with the existing city hall. The second alternative is to build a combined city hall/police station. This has the added benefit of consolidating all city operations in one location, provides adequate opportunity for expansion, and deals with growing problem of lack of space at the current city hall. Staff believes that the combined government center alternative is the superior approach. A conceptual site plan and elevation is included as Exhibits A & B.

Regardless of the alternative selected, there are a couple of important factors that should be considered. First, it is a virtual certainty that \$950,000 will not be sufficient as the total cost of either a standalone or combined facility. This means the City will need to finance the balance. This is not a significant financial burden as rent currently being paid to rent the police building would then be channeled into a debt service payment. At current interest rates, financing an additional \$650,000 would be covered almost entirely by the current rent being paid for the current police building. The obvious advantage here is that money which was once rent, is now paying on a City owned asset.

Secondly, there is an obvious “economy of scale” in centralizing all municipal operations in one building. Essentially all city administrative operations, including public works administration, would be headquartered out of one location.

Third, site development itself will be more efficient with a two story multi-use facility than with a single story, single use facility.

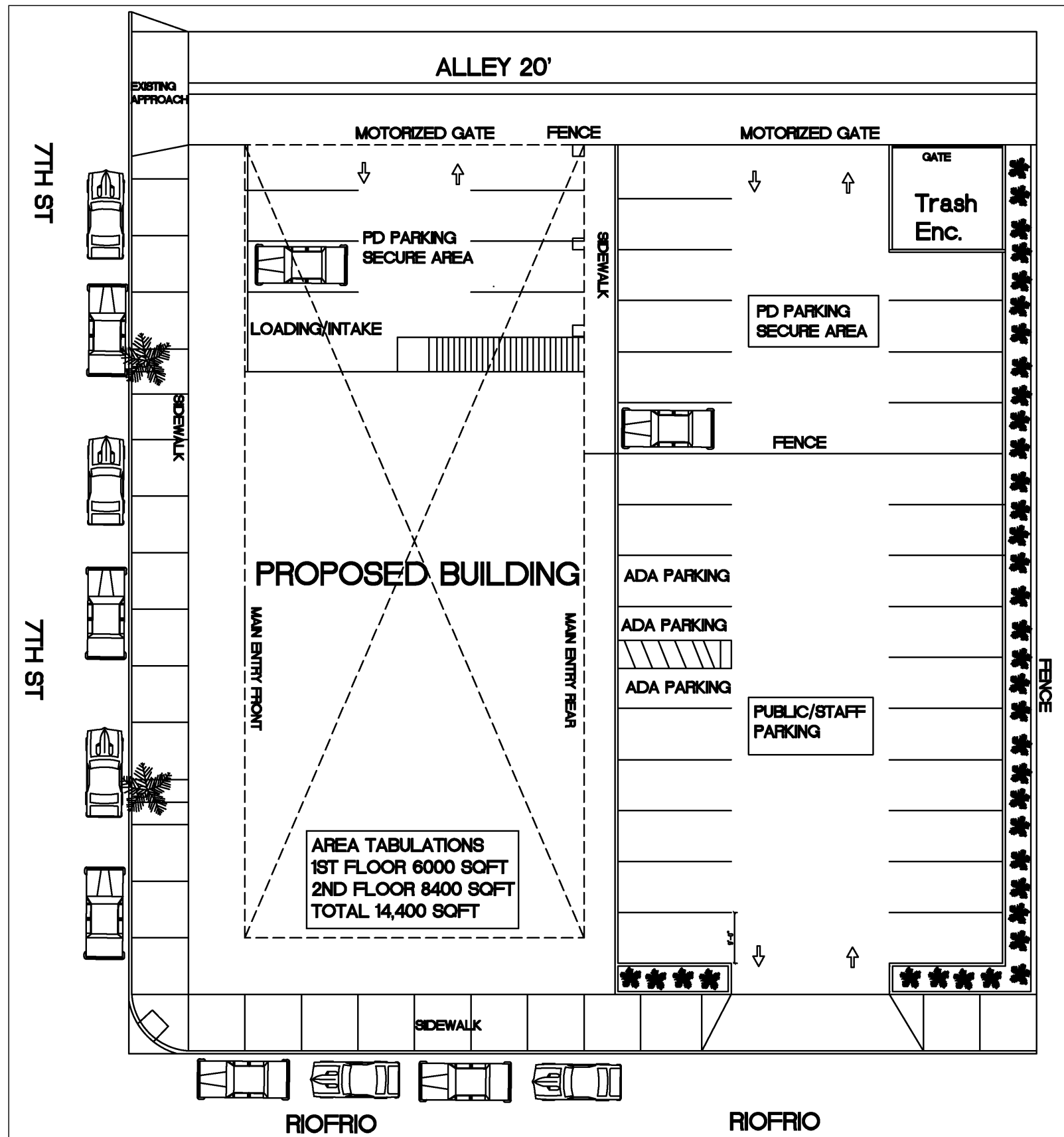
FISCAL IMPACT

Staff estimates that construction of a consolidated facility will cost approximately \$2.5 million. Of this cost, \$950,000 is being provided by the state, with the remaining \$1.5 million financed, with \$650,000 being financed through the use of existing rent payments being converted to debt service. This leaves approximately \$6,000 per month, proposed to come from the Enterprise Funds to finance the remaining debt. Enterprise Funds are permissible to use in this case because the administrative functions for the Enterprise Funds would be housed in a combined police department/city hall building.

The estimates for a standalone police facility are approximately \$1.75 to \$2 million. Of this cost, \$950,000 again comes from the state, with the City financing \$650,000 through rent-to-debt service conversion, and the remaining \$250,000 to \$500,000 would be “new” General Fund debt and would likely need to come from Community Facility District funds or other, yet-to-be-identified General Fund sources. Enterprise Funds could not be used for a standalone facility.

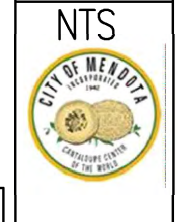
RECOMMENDATION

Staff recommends that the City Council direct staff to pursue formal design and cost analysis on a combined city hall/police department facility at the 7th/Riofrio location and report back to Council when actual costs are ascertained and funding strategies finalized.



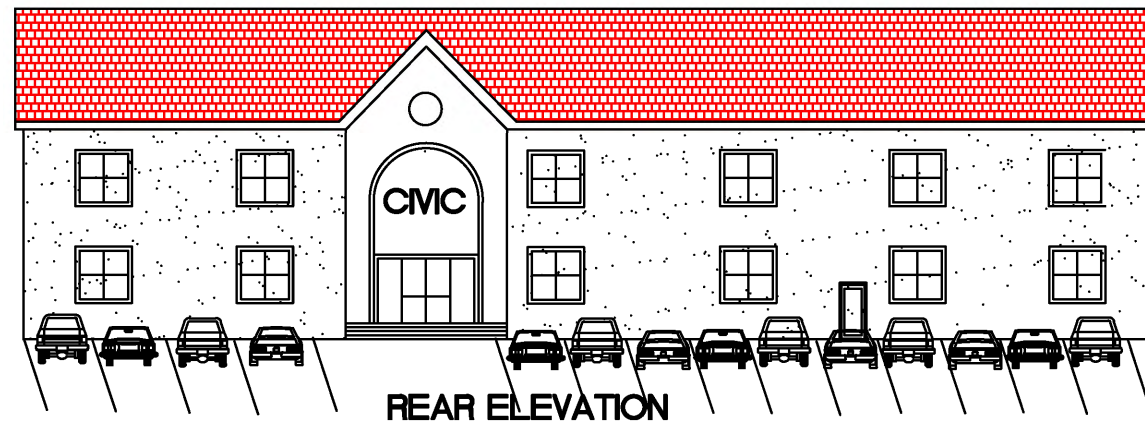
CITY OF MENDOTA PUBLIC WORKS DEPARTMENT
 643 QUINCE STREET MENDOTA CA, 93640
 DRAWN BY CRISTIAN
 REVISION 4

**NEW POLICE AND CITY HALL
 COMBINED BUILDING**

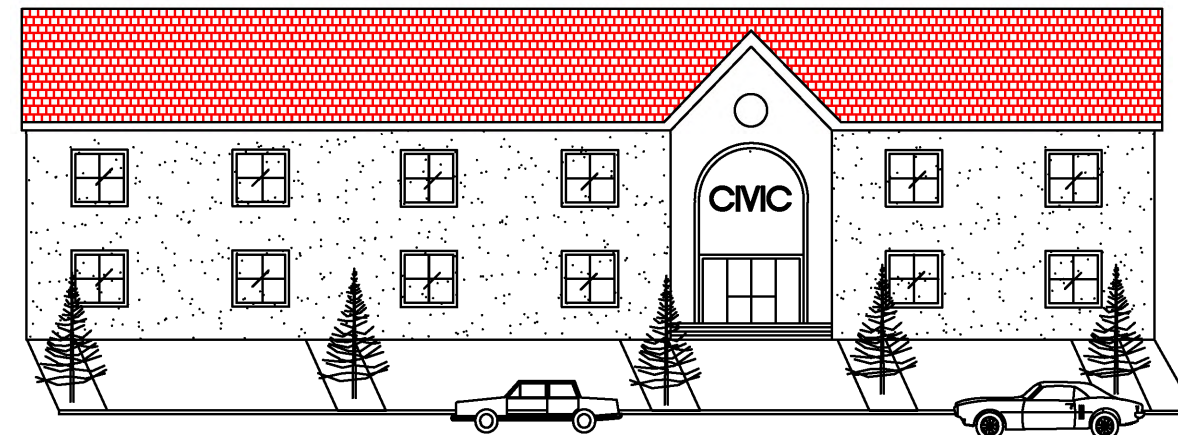


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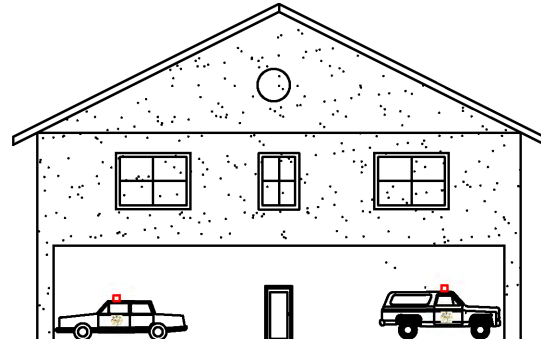
| | |
|--|---|
| <p>PROJECT CONTACTS:</p> <ul style="list-style-type: none"> • CRISTIAN GONZALEZ—PUBLIC WORKS DIRECTOR— 559-860-8882 • VINCE DIMAGGIO—CITY MANAGER— 559-655-3291 • GREG ANDREOTTI—CHIEF OF POLICE— 559-655-9120 | <p>SCOPE OF WORK;</p> <ul style="list-style-type: none"> • CONSTRUCT NEW COMBINED CITY HALL/PD BUILDING • INCLUDED IS A 2,400 SQFT COUNCIL/EVENT BUILDING • 3 HOLDING CELLS • 38 OFF STREET PARKING STALLS WITH ACCESSIBLE STALLS • TOTAL OF 14,400 SQFT BUILDING |
|--|---|



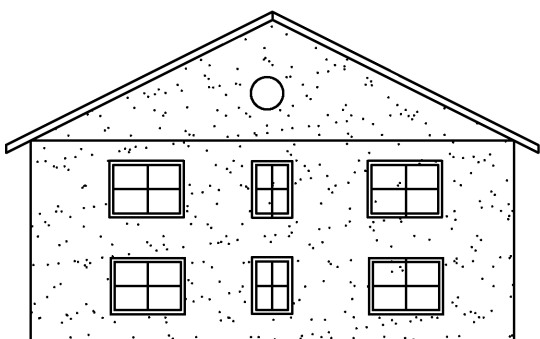
REAR ELEVATION



FRONT ELEVATION (7TH STREET)



SIDE ELEVATION (ALLEY)



SIDE ELEVATION (RIOFRIO)

PROJECT CONTACTS:

- CRISTIAN GONZALEZ—PUBLIC WORKS DIRECTOR— 559-860-8882
- VINCE DIMAGGIO—CITY MANAGER— 559-655-3291
- GREG ANDREOTTI—CHIEF OF POLICE— 559-655-9120

SCOPE OF WORK;

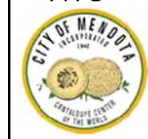
- CONSTRUCT NEW COMBINED CITY HALL/PD BUILDING
- INCLUDED IS A 2,400 SQFT COUNCIL/EVENT BUILDING
- 3 HOLDING CELLS
- 38 OFF STREET PARKING STALLS WITH ACCESSIBLE STALLS
- TOTAL OF 14,400 SQFT BUILDING

CITY OF MENDOTA PUBLIC WORKS DEPARTMENT
 643 QUINCE STREET MENDOTA CA, 93640
 DRAWN BY CRISTIAN
 REVISION 4

ELEVATIONS

**NEW POLICE AND CITY HALL
 COMBINED BUILDING**

NTS



AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
VIA: VINCE DIMAGGIO, CITY MANAGER
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
SUBJECT: RESOLUTION 16-44 – MODIFYING THE FUNDING SOURCES FOR REAL PROPERTY PAYMENT OF 1759 7TH STREET
DATE: JULY 7, 2016

ISSUE

Should the City Council approve the attached Resolution 16-44 to modify the funding sources for real property payment of 1759 7th Street?

BACKGROUND

The City of Mendota purchased the real property 1759 7th Street, in Mendota in 2015 to beautify the 7th Street corridor in an effort to cultivate economic development with the development of a park. The payment was approved to be paid through the General Fund. Since the purchase of the property, there have been recent developments and other funding sources to construct a new Police Department and City Hall.

ANALYSIS

The development of the real property may change from a park to a Police Department and City Hall. If the City modifies the development of the real property, the funding sources for payment of the real property shall be changed to reflect the use of the development. The Water Fund and Sewer Fund would be utilized with the General Fund to make the payment on the real property.

If the City constructs a Police Department and City Hall, the existing City Hall may be marketed to potential tenants. There are different possibilities for the range of revenues the City may get from City facilities. The new construction would also terminate the annual \$36,000.00 lease for the current Police Department.

FISCAL IMPACT

Monthly Payment \$1,625.86 (Annual \$19,510.32); General \$6,503.44 – Annual; Water \$6,503.44 – Annual; Sewer \$6,503.44 – Annual

RECOMMENDATION

Council to approve the Resolution 16-44 to modify the funding sources for real property payment of 1759 7th Street.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA TO MODIFY
THE FUNDING SOURCES FOR REAL
PROPERTY PAYMENT OF 1759 7th STREET**

RESOLUTION NO. 16-44

WHEREAS, the City Council purchased the Real Property 1759 7th Street (the "Subject Property"), in Mendota, in 2015 to beautify the 7th Street corridor in an effort to cultivate economic development; and

WHEREAS, the City Council initially approved the Subject Property along 7th Street for the development of a park; and

WHEREAS, the City is presently making monthly payments from the General Fund in connection with the City's financing of the purchase of the Subject Property (the "Real Property Payments"); and

WHEREAS, the City Council has provided direction to staff to explore the potential development of a new City Hall and Police Department on the Subject Property; and

WHEREAS, the development of the land may change from a park to a combination of a City Hall and Police Department, in which case the Subject Property would benefit some non-General Fund activities; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that, upon the approval of the use of the Subject Property for the development of a new City Hall and Police Department, the funding sources for the Real Property Payments the Subject Property, located at 1759 7th Street, in Mendota, shall be paid from General, Water and Sewer, with the amounts allocable from Water and Sewer to be commensurate with the cost of providing services to non-General Fund activities.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: DESIGNATION OF VOTING DELEGATES FOR LOCC ANNUAL CONFERENCE
DATE: JULY 12, 2016

ISSUE

Who shall the City Council designate as voting delegate and alternate for this year's League of California Cities (LOCC) Annual Conference?

BACKGROUND

The League of California Cities requests that each City designate a voting delegate and alternate for its Annual Business Meeting that is held concurrently with the Annual Conference.

ANALYSIS

Past practice, stemming from Council resolution, has been that the Mayor and Mayor Pro Tem represent the City at functions. Mayor Pro Tem Valdez has indicated that he is not going to attend the conference. Staff therefore recommends that the Council designate Mayor Silva as the voting delegate and designate another Council member to be an alternate.

FISCAL IMPACT

None

RECOMMENDATION

Council designate Mayor Silva as a voting delegate and choose another Council member to act as alternate voting delegate for the upcoming LOCC Annual Conference, and do so via the adoption of Resolution No. 16-53.

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPOINTING
VOTING DELEGATES FOR THE LEAGUE
OF CALIFORNIA CITIES' ANNUAL
BUSINESS MEETING**

RESOLUTION NO. 16-53

WHEREAS, the League of California Cities (League) holds its Annual Conference every fall; and,

WHEREAS, the Annual Business Meeting (General Assembly) is held wherein the League takes actions on resolutions that establish its policy; and,

WHEREAS, any appointed official casting a vote for a member city must be specifically authorized by the legislative body of that city, in advance of the vote being cast, in order to do so.

NOW, THEREFORE, BE IT RESOLVED, that the City of Mendota hereby designates the Mayor and Councilor _____ respectively as Voting Delegate and Alternate for the representation of the City in League matters at the 2016 meeting.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016, 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: RECONSIDERATION OF THE SECOND READING OF THE ORDINANCE
APPROVING THE INITIATION OF THE CITY'S PARTICIPATION IN THE PUBLIC
EMPLOYEES' RETIREMENT SYSTEM.
DATE: JULY 12, 2016

ISSUE

Shall the City Council approve the initiation of the Public Employees' Retirement System by approving the second reading of the Ordinance?

BACKGROUND

On June 7, the City Council voted 3-1 to approve the City's entry into the Public Employees' Retirement System (PERS). The second reading of the ordinance was scheduled for consideration at the regular meeting of the City Council on June 28. However, due to scheduling conflicts with a majority of the Council, the meeting was rescheduled for 3:00pm, June 28, instead of the regularly scheduled time of 6:00pm, making the June 28 meeting a "special meeting."

Section 36934 of the Government Code states: "Ordinances shall not be passed within five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting."

As such, it is necessary for the Council to reconsider the second reading of the previously approved ordinance.

RECOMMENDATION

Staff recommends that the City Council approve the second reading of the ordinance.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
A CONTRACT BETWEEN THE CITY COUNCIL
OF THE CITY OF MENDOTA AND THE BOARD
OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

ORDINANCE NO. 16-06

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

SECTION 1. That the Contract Between the Board of Administration, California Public Employees' Retirement System and the City Council, City of Mendota, is hereby authorized and approved, a copy of said contract being attached hereto and marked as Exhibit "A," and such reference made a part hereof as though herein set out in full.

SECTION 2. The City Manager of the City of Mendota is hereby authorized, empowered, and directed to execute said contract for and on behalf of the City of Mendota.

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 7th day of June 2016 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 12th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CODE ENFORCEMENT REPORT FOR JUNE 2016
DATE: JULY 12, 2016

In the month of June, Code Enforcement was primarily focused on the process to forcefully abate weeds upon the properties of unresponsive or uncooperative owners before the Fourth of July weekend.

Notices to abate the fire hazards were sent out and approximately half of the property owners complied. Further notices were sent out for properties that had new weeds due to an unexpected rain event that happened after our initial round. This is why there are more properties on the attached list that may still have to be abated in the future.

This process has been a learning experience since we are dealing with the new Public Nuisance process that the Council adopted recently. The City Attorney has been instrumental in this whole process and, while it is obvious that the process in itself is more complicated and burdensome, staff agrees that it is straightforward, effective and legally sound.

We also continue to work on cases related to illegal inhabitation of RV's, garages and other substandard living places. These type of violations will result in the owner (or tenant in control of the property; or both) being cited and fined. Some of these cases will take a significant amount of time because of the legal steps involved and the mandate we have of allowing the owner a reasonable amount of time to correct the problem (such as the illegal conversion of a garage into a room).

Attached is the monthly update on citations given out during the month of June.

| Address | Type of Case | 1st Notice | 2nd Notice | Deadline | Status |
|---------------------------------------|---------------------|------------|------------|-----------|---------|
| 271 LOZANO ST | PARKED ON LAWN | 6/1/2016 | N/A | N/A | CLEARED |
| 15906 E. SAN BERNARDINO RD COVINA, CA | NO BUSINESS LICENSE | 6/1/2016 | N/A | N/A | CITED |
| LOT ON LOLITA ST AND DIVISADERO ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| 706 LOLITA ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| 761 JUANITA ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| LOT ON DE LA CRUZ ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| LOT ON LOLITA ST AND FIFTH ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| LOT ON NINTH ST AND NAPLES ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| LOT ON LOLITA ST AND EIGHTH ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| 891 MARIE ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | CLEARED |
| 557 FOURTH ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | PENDING |
| LOT ON EIGHTH ST AND S. KATE ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | PENDING |
| 977 MARIE ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | PENDING |
| LOT ON LOLITA ST AND FOURTH ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | PENDING |
| 661 S. KATE ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | PENDING |
| 697 S. KATE ST | WEED ABATEMENT | 6/2/2016 | N/A | 6/16/2016 | PENDING |
| LOT ON DERRICK AVE AND SEVENTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 613 STAMOULES ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 630 RIOFRIO ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| LOT ON STAMOULES AND SEVENTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| LOT ON MARIE ST AND FIFTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 761 QUINCE ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 773 QUINCE ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 1666 EIGHTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 736 RIOFRIO ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 1006 OLLER ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| LOT ON GARCIA ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| LOT ON DERRICK AVE BEHIND AUTOZONE | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 612 OLLER ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 573 STAMOULES ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| LOT ON TULE ST AND SEVENTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| LOT ON BELMONT AVE AND DERRICK AVE | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| LOT ON STAMOULES ST AND FIFTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |

| | | | | | |
|---|-----------------------------|-----------|-----|-----------|---------|
| 772 TULE ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| LOT ON CORNER OF JENNINGS ST AND NINTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 1659 SEVENTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | CLEARED |
| 1025 PUCHEU ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 1079 PUCHEU ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 1067 PUCHEU ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 1278 OLLER ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| LOT ON OLLER ST AND ELEVENTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 1084 OLLER ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 866 OLLER ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| CORNER LOT ON NAPLES ST AND EIGHTH ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 613 OLLER ST | WEED ABATEMENT | 6/3/2016 | N/A | 6/17/2016 | PENDING |
| 1248 OLLER ST APT 2 | NO YARD SALE PERMIT | 6/4/2016 | N/A | N/A | CITED |
| 242 TUFT AVE APT A | PARKED ON LAWN | 6/4/2016 | N/A | N/A | CLEARED |
| 1897 NINTH ST | PARKED ON LAWN | 6/4/2016 | N/A | N/A | CITED |
| 280 HOLMES AVE | PARKED IN ALLEYWAY | 6/7/2016 | N/A | N/A | CITED |
| 630 N. KATE ST | NO TRAILER PERMITTED | 6/8/2016 | N/A | 6/22/2016 | PENDING |
| 2167 SEVENTH ST | ILLEGAL SIGN STRUCUTRE | 6/8/2016 | N/A | 6/22/2016 | PENDING |
| 720 OLLER ST | SHOPPING CARTS | 6/10/2016 | N/A | N/A | CITED |
| 2041 EIGHTH ST | PARKED 18" AWAY FROM CURB | 6/10/2016 | N/A | N/A | CITED |
| 305 RIOS ST | YARD SALE SIGNS | 6/11/2016 | N/A | N/A | CITED |
| 11673 FENTON AVE SYLMAR, CA | NO BUSINESS LICENSE | 6/11/2016 | N/A | N/A | CITED |
| 654 LOZANO ST APT 606 | TRUCK PARKING NOT PERMITTED | 6/11/2016 | N/A | N/A | CITED |
| 663 LOZANO ST | PARKED 18" AWAY FROM CURB | 6/13/2016 | N/A | N/A | CITED |
| 720 OLLER ST | SHOPPING CARTS | 6/15/2016 | N/A | N/A | CITED |
| 578 NAPLES ST | WEED ABATEMENT | 6/21/2016 | N/A | 7/4/2016 | PENDING |
| 436 NAPLES ST | WEED ABATEMENT | 6/21/2016 | N/A | 7/4/2016 | PENDING |
| LOT ON BELMONT AVE AND PUCHEU ST | WEED ABATEMENT | 6/21/2016 | N/A | 7/5/2016 | PENDING |
| 442 NAPLES ST | WEED ABATEMENT | 6/21/2016 | N/A | 7/5/2016 | PENDING |
| 1709 JENNINGS ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |
| 1967 SEVENTH ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |
| LOT ON OLLER ST BY 1113 OLLER ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |
| 1113 OLLER ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |
| LOT ON UNIDA ST AND EIGHTH ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |

| | | | | | |
|--|----------------|-----------|-----|----------|---------|
| 1748 JENNINGS ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |
| 818 RIOFRIO ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | PENDING |
| LOT ON CORNER OF OLLER ST AND SIXTH ST | WEED ABATEMENT | 6/22/2016 | N/A | 7/5/2016 | CLEARED |



POLICE

M E N D O T A

Memorandum

Date: July 1, 2016
To: Vince DiMaggio, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for June 2016

Significant Cases:

Theft of a truck tail gate on Sorenson. Suspect unknown.

Students smoking in a classroom at a local school. The students were detained and turned over to parents.

Non-injury hit and run in the parking lot of a local business. Victim noticed damage when she returned to her vehicle. Suspect unknown.

Report from a local rental property tenant the landlord illegally turned off power to his unit. While at the property other code violations were discovered. City Code Enforcement assisted. Other unit tenants of the property allowed inspections. Numerous violations were discovered. Power was restored to the first unit. Investigations are ongoing.

Report of a found 2yr old child walking on Lozano Street. The mother was located and reunited. No foul play detected.

Vehicle burglary on 2nd Street. Victim found his vehicle was entered and the registration and miscellaneous paperwork was stolen.

The Sheriff's Office handled the forced eviction on Rio Frio. Immediately following a crew began dismantling the shanties and disposing of garbage. In the evening, security personnel reported a person trespassing on the property and refusing to leave. He was arrested for trespassing and transported to Jail.

The next day officers were called to the eviction location on Rio Frio regarding a female trespassing on the property. She was contacted by officers and arrested for trespassing and transported to Jail. The jail refused her due to a medical condition so she was cited and released.

Vehicle check on Barboza discovered the driver was in possession of methamphetamine. He was arrested, cited and released.

Patrol check at the eviction location on Rio Frio discovered two subjects on the property in violation of the eviction notice and no trespassing. They were arrested and transported to Jail.

Subject check at Marie/2nd Street discovered outstanding warrants. He was cited and released.

Crime Stoppers notified MPD of the presents of a wanted felon. Officers located the subject at a residence on 2nd Street where he was also a restrained party. He was arrested and transported to Jail.

During the Crime Stoppers arrest numerous items of identity theft were located. The resident of the property was on probation and open to search. She was arrested on a probation violation and the evidence of identity theft was confiscated. Investigation is ongoing.

Vehicle stop at Puchue/8th Street discovered the driver to be intoxicated and driving without a CDL. He was also found to have outstanding warrants for DUI. He was arrested for DUI and the warrants and transported to Jail.

Bicycle stop at 7th and Quince discovered the Rider has stolen the bike. The victim saw officers with the suspect and approached to report the crime. The suspect was arrested and transported to Jail.

Report of a bicycle theft with suspect known. Officers were able to locate the suspect and recover the bicycle. He was cited and released.

Non-injury traffic collision at Oller/7th. Moderate damage to both and each needed to be towed from the scene.

Vehicle stop on Guillen Parkway discovered the driver was under the influence of drugs. He was arrested and transported to CRMC for blood draw prior to booking at the Jail.

Officers assisted the Sheriff's Office with a stolen vehicle stop at Oller/3rd. FSO handled the investigation.

Disturbance at a residence on Kate Street. Officers located one of the causing parties on the sidewalk in front of the location. He was found to be intoxicated and had an outstanding warrant for his arrest. He was arrested and transported to Jail.

Vehicle stop at 6th/Oller discovered the driver had outstanding warrants. He was cited and released.

Vehicle stop at Straw/Derrick discovered the driver has an outstanding warrant. He was arrested and transported to JJC.

Report of a subject throwing a rock through a window on Straw. Subject identified and contacted. Housing Authority is handling.

Bicycle stop at Quince/6th Street. He was FI'ed for information.

Vehicle stop at Inez/Divisadero. The driver was found to be intoxicated and in possession of a meth pipe and Methamphetamine. He was arrested for DUI and transported to Jail.

Theft of an I-phone from a known suspect. He was gone prior to officers arriving. Case is ongoing.

Subject check at 5th and Marie. He was found to be in possession of Cocaine, arrested, cited and released.

Vehicle stop at 9th/Marie found the driver to be intoxicated. He was arrested for DUI and turned over to his mother.

Subject check at 7th /Quince discovered him to be in possession of a concealed and illegal knife. He was arrested and transported to Jail.

Subject check outside a known gang, drug dealing and use location. Four subjects were FI'ed for information. Another subject was found to have outstanding warrants. He was arrested, cited and released.

Vehicle stop at 7th/Stamoules discovered the driver is affiliated with a local gang. He was FI'ed for information. The passenger was found to be a missing person from Los Angeles. After her safety was confirmed she was removed from the system.

Report of a disturbance on I Street discovered the suspect physically beat the victim causing injuries. She was arrested and transported to Jail.

Report of a subject trespassing on 4th Street. Upon arriving officers contacted the subject and discovered he had a restraining order barring him from the property. He was arrested and transported to Jail.

Subject check at 7th/Stamoules discovered he was intoxicated and suffering from a medical condition. He was cited and released to EMS for transportation to CRMC.

Subject check of a suspicious person at K/2nd Street. Upon contact he lied about his name. His true identity was discovered. He was arrested, cited and released.

Report of a person looking into windows at an apartment on Derrick. Officers located two subjects and discovered one to be possessing Methamphetamine. The other was in possession of a meth pipe. Both were arrested and transported to Jail.

Vehicle stop at Gaxiola/Hernandez discovered all three occupants were in possession of Marijuana products and arrested. The adult was transported to Jail. The two juveniles were cited and released to parents.

Non-injury traffic collision at 2nd/Bass. All parties remained n scene.

Report of a purse being stolen from the front yard of a residence on 4th Street. The purse was left over night and discovered missing in the morning. Suspect unknown.

Unwanted subject at a property on 7th Street. The owner admonished the subject regarding him not being welcome. Officers discovered the subject was intoxicated. He was arrested and transported to Jail.

Report of a purse being stolen from an unlocked vehicle on 5th Street. Victim discovered her credit card was used at a local mini-mart. Case is ongoing.

Vehicle stop on Oller/9th Street discovered the driver was intoxicated. She was arrested for DUI, cited and released to family members.

Victim reported his personal documents were stolen from his unlocked vehicle. No suspect known.

Vehicle vandalism reported on Perez Street. Suspect unknown.

Report of a purse theft from a locked car on Derrick Avenue. Local surveillance video captured the incident. Case is ongoing.

Theft of a handicap placard from an unlocked vehicle parked on Tuft Street.

Theft of a Bluetooth headset from inside a locked vehicle on Divisadero/Maria. Suspect unknown.

Subject check on 6th/Rio Frio discovered he had a prior record. He was FI'ed for information.

Subject check in an alley along Naples discovered he was in possession of Methamphetamine. He was arrested, cited and released.

Bicycle stop on Holmes Street discovered the rider had active warrants. He was arrested, cited and released.

Subject stop at 6th/Rio Frio discovered an active warrant. He was arrested and transported to Jail.

Subject check outside a local market on 7th Street. He was found to have an open container of beer and an outstanding warrant. He was cited and released.

Subject check on 7th discovered he was intoxicated. He was arrested and transported to Jail.

Trespasser at local restaurant. Manager conducted citizen's arrest due to him refusing to leave. He gave officers false name when arrested. True identity discovered and warrant found. He was transported to Jail.

Report of a disturbance on 7th Street. Victim reported suspect hit him and victim wanted to conduct a citizen's arrest. Suspect was contacted and arrested. He was also found to have an active warrant for his arrest. He was cited and released.

Theft of a handicap parking placard from unlocked vehicle on Tuft Street. Suspect unknown.

Search warrant service at four locations related to Identity Theft investigations. Evidence located at all locations and three suspects arrested. Probation violations applied to two suspects. All suspects transported to Jail.

While on scene at two above search warrant locations, Code Enforcement violations discovered and CE Officer responded to assist.

Graffiti vandalism reported to residence and vehicle on De LA Cruz Street. Unknown suspect spray painted each property.

Subject check in alley along Rio Frio found him to be urinating and intoxicated. He was arrested and transported to Jail.

Vehicle stop discovered the driver was not licensed and had an outstanding warrant. he was arrested and transported to Jail.

Report of a suspicious person on Stamoules possibly selling drugs. She was found in the parking lot of a local apartment complex and in possession of a meth pipe. She was arrested, cited and released.

Following a bicycle stop on 10th Street the rider retrieved a meth pipe from his pocket and smashed it on the ground. The subject has prior contacts with officers where he destroyed evidence. He was also found to have outstanding warrants. He was arrested and transported to Jail.

Prior to a subject check at 7th and Rio Frio officers witnessed the subject put a meth pipe in his shoe. The item was recovered and the subject arrested then transported to Jail.

Following a bicycle stop the rider ran from officers and to a residence. Officers captured and arrested him. He was transported to Jail.

Vehicle stop at 9th and Oller discovered the driver was not licensed and intoxicated. He was arrested for DUI, cited and released to a sober adult.

Subject check at 9th and Oller discovered outstanding warrants. He was arrested, cited and released.

Subject check at 6th/Rio Frio discovered he was intoxicated and had an outstanding warrant. He was arrested and transported to Jail.

Report of a disturbance at a residence on Kate. Victim conducted citizen's arrest of the suspect for punching a hole in a wall inside his house. He was arrested and transported to Jail.

Officers assisted Sheriff's Deputies with the arrest of an assault suspect on Perez. He was turned over to FSO Deputies for transportation to Jail.

Subject check in the alley along Rio Frio discovered an active warrant. He was arrested, cited and released.

Vehicle stop at 8th and Quince for loud vehicle. Officer instructed driver to submit to vehicle inspection. Driver refused and would not follow lawful order. Driver arrested and transported to Jail.

Subject check in alley along Rio Frio discovered he had an outstanding warrant. He was cited and released.

Subject check at 2nd/Derrick discovered the person recently moved to Mendota. She was FI'ed for information.

Vehicle stop on Guillen Parkway discovered outstanding warrants on a passenger. He was arrested and transported to Jail.

Vehicle stop at Holmes and Sorenson discovered the driver's CDL was suspended and she had outstanding warrants. She was arrested, cited and released.

Subject check at Divisadero/Marie discovered and active parole warrant. He was arrested and transported to Jail.

Officers found a subject staggering in the roadway on Quince Street. They discovered he had outstanding warrants for his arrest. He was arrested and transported to Jail.

Subject check at 9th/Oller discovered active warrants. He was arrested, cited and released.

Subject check at 2nd/K Street located outstanding warrants. He was arrested, cited and released.

Vehicle burglary on 6th Street. Vehicle registration and insurance documents were discovered missing. Suspect unknown.

Residential burglary on Kate Street. Unknown suspects entered residence and removed unknown property. A total of seven subjects reside in the home. Investigation is ongoing.

Subject check on Oller by 11th Street discovered he was in possession of an illegal knife, drug paraphernalia and marijuana. He was arrested, cited and released.

Victim reported a known subject came to the residence and exposed them self. The suspect was located, arrested and transported Jail.

Subject check on 7th/Rio Frio discovered an outstanding warrant. She was arrested and transported to Jail.

Report of a subject forcing his way into a residence on Oller. Officers located the subject, who was positively identified by the victim. He was arrested and subsequent to the arrest Methamphetamine was located in his possession. He was transported to Jail.

Officers located an intoxicated subject walking in traffic on Oller. He was arrested and transported to Jail.

Subject check for drinking beer outside a local market on 7th Street discovered he had outstanding warrants. He was arrested, cited and released.

Subject check at 6th/Rio Frio discovered an illegal knife and meth pipe in his possession. He was arrested and transported to Jail.

Officers located an outstanding theft suspect on Fleming Street and took him into custody. He was transported to Jail.

Vehicle stop on Oller/8th found the driver to be under the influence of a drug. He was arrested for DUI and methamphetamine was located in his vehicle. He was transported to CRMC for a blood draw prior to booking into Jail.

Officers responded to a local restaurant regarding a person urinating on the side of the building. He was located and found to be mentally unstable. He was turned over to EMS for transport to CRMC for evaluation.

Subject check at 4th/Stamoules discovered he recently moved to Mendota. He was FI'ed for information.

Disturbance at a local park. Two friends were in a physical fight. A third tried to break up the fight and was scratched on the face and bitten in the ear by one of the friends fighting. The victim conducted a citizen's arrest. The suspect was arrested, cited and released.

Subject check at 7th/Lolita. He admitted to affiliating with a local gang and displayed other identifiable gang related criteria. He was FI'ed for information.

Subject check at 7th/Quince discovered a meth pipe. He was cited and released.

Disturbance at a residence on Marie Street. Subject causing inside was found to be on parole and restrained from the residence. He was arrested and his parole was violated. He was transported to Jail.

Disturbance at a residence on Marie Street. Subject causing hit and threatened the victims. He was also found to be on probation. He was arrested and his probation was violated. He was transported to Jail.

Subject check on Lolita Street discovered he had outstanding warrants and his CDL was suspended. His CDL was confiscated and he was cited and released.

Theft of an eBay delivery from the front porch of a residence. Suspect unknown.

Vehicle stop by on Bass Avenue discovered the driver had an active arrest warrant. After his arrest officers discovered ammunition, marijuana and prescription pills. He was transported to Jail.

Subject check at 6th/ Oller discovered he was in possession of methamphetamine. He was arrested, cited and released.

Patrol check at a known drug dealing and use location on 6th Street resulted in observing a subject using a meth pipe. He was arrested. Another subject was found to have an outstanding arrest warrant. Both were transported to Jail.

Patrol check at a vacant residence on Rio Frio discovered a subject smoking a meth pipe. After her arrest officers discovered methamphetamine in her possession. She was transported to Jail.

Vehicle stop on 11th/Oller Street discovered an outstanding warrant for the driver's arrest. He was arrested, cited and released.

Purse theft from an unlocked vehicle in the parking lot of a local market on 7th Street. Video Surveillance captured the incident. Investigation is ongoing.

Subject check of a person stumbling at 7th/Quince discovered he was intoxicated. Prior to contact he threw a bottle of alcoholic beverage on the ground. He was arrested and transported to Jail.

Vehicle stop at 9th/Rio Frio discovered the driver was intoxicated. He was arrested for DUI and transported to Jail.

Disturbance at a residence on Quince discovered the suspect hit the victim. The suspect was located in a vehicle at another residence and found to be intoxicated. He was arrested for DUI and hitting the victim and then transported to Jail.

Patrol check at a location on Oller discovered numerous gang affiliated subjects present. One subject gave a false name, even though he was recognized, due to knowingly having a warrant for his arrest. He was arrested, cited and released. Another admitted to just moving to Mendota, he was FI'ed for information.

Subject check discovered he was intoxicated. He was arrested and transported to Jail.

Subject check discovered Methamphetamine and use paraphernalia in her possession. She was arrested, cited and released.

Non-injury traffic collision, vehicle backed into the side of a local business on 7th Street. Driver had valid CDL.

Subject check at Sorenson/Smoot of a known prior theft related subject. He was FI'ed for information.

Vandalism of a vehicle on Oller by a known suspect. Suspect was gone upon officers arrival.

Subject check in the parking lot of a local market on 7th Street discovered he was in possession of an open container of alcoholic beverage. He was cited and released.

Subject check of two at 5th/Oller. Both were found to have outstanding warrants for their arrest. Both were arrested and transported to Jail.

Subject check at Marie/Divisadero discovered an outstanding warrant. He was transported to Jail.

Subject check at 2nd/Derrick discovered she was intoxicated. She was transported to Jail.

Subject check at 7th/Derrick discovered drug paraphernalia. He was arrested and transported to Jail.

Identity theft on Gregg Ct. Victim reported unknown suspect opened a charge account in her name.

Disturbance on Holmes Street. Victim reported suspect hit her and then fled prior to officers arriving. The suspect later contacted officers, was arrested and transported to Jail.

Vehicle burglary on Martinez Street where the unknown suspect broke a window and then removed a radar detector.

Vehicle vandalism at Smoot/Derrick where the unknown suspect smashed three windows.

Vehicle vandalism on Straw Street where the unknown suspect smashed all the windows.

While on a subject check and unrelated subject walked up to officers and drank from an open container of beer. He was found to be intoxicated and arrested. He was then transported to Jail.

Subject check on 6th Street discovered an outstanding warrant. He was arrested, cited and released.

Subject check at 7th/Lolita discovered an active warrant. He was arrested, cited and released.

Subject check in an open dirt lot north of Derrick/McCabe discovered he was in possession of a meth pipe. He was arrested and transported to Jail.

Report of a disturbance at 6th/Lolita. Officers discovered a person was threatened at gunpoint. Subjects were detained and a lawful search of the residence discovered the handgun, methamphetamine, marijuana, and drug sales paraphernalia. The suspect was arrested and transported to Jail.

Non-injury hit and run on Holmes. The victim discovered his car was sideswiped while parked. Suspect unknown.

Report of a suspicious subject on Oller. Officers discovered he was on parole and high on methamphetamine. His parole was violated and he was arrested. A knife was also discovered in his possession. He was transported to Jail.

Report of another disturbance at 6th.Lolita discovered an intoxicated subject. He was arrested and transported to Jail.

Subject check at 6th/Lolita discovered he was in possession of methamphetamine, a meth pipe and he had active warrants for his arrest. He was arrested, cited and released.

Strategic Planning:

- Up-fit and graphics to new vehicle #81 were completed and the vehicle was entered into service.
- Patrol vehicle #82 was transported to Cook's Communication for decommissioning.
- Graphics were applied to New-vehicle #82 and it was then transferred to Cook's Communication for up-fit.
- Officer Hogan taught a SFST class which was attended by four MPD personnel and one Firebaugh PD officer.

Personnel Information:

- Recruitment for reserve Police Officer continues.
- Officer Kawana continues to progress in the FTO program.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
THE SALARY SCHEDULE FOR THE
POSITION OF FINANCE DIRECTOR**

RESOLUTION NO. 16-47

WHEREAS, the Finance Director position is presently responsible for daily administration of the City's budget, preparation of the City's budget for both the General Fund and Enterprise Funds and to serve as City Manager in the absence of the City Manager; and

WHEREAS, it was discovered that Mendota's salary schedule for the Finance Director position was significantly lower when compared the salaries of the same position in other cities in Fresno County, (see Exhibit A attached hereto and made part hereof); and

WHEREAS, this issue was presented to the City Council during the City Council meeting to consider the City's budget; and

WHEREAS, staff analyzed similar positions in other organizations and established the following salary schedules:

Finance Director Revised Salary Schedule

| Step | 1 | 2 | 3 | 4 | 5 |
|-------------|-------------|-------------|-------------|-------------|--------------|
| Hourly Rate | \$40.5400 | \$42.5670 | \$44.6953 | \$46.9301 | \$49.2766 |
| Annually | \$84,323.20 | \$88,539.36 | \$92,966.22 | \$97,614.60 | \$102,495.32 |

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota to hereby amend the salary schedule for the position of Finance Director as represented in the Table above and herein.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 12th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

EXHIBIT A

Finance Director Salary Analysis

| City Name | Low end | High End | Average |
|------------|---------|----------|---------|
| Kerman | \$36.21 | \$48.54 | \$42.38 |
| Firebaugh | \$24.84 | \$38.55 | \$31.70 |
| Sanger | \$38.18 | \$46.41 | \$39.83 |
| Chowchilla | \$49.12 | \$58.65 | \$53.89 |
| Coalinga | \$40.86 | 49.03 | 44.945 |
| Kingsburg | \$39.08 | \$46.90 | \$42.99 |
| Average | \$38.05 | \$48.24 | \$42.55 |

Current Finance Director Salary

| | | |
|---------|-------|-------|
| Mendota | 33.35 | 40.54 |
|---------|-------|-------|

Finance Director

Suggested Salary Schedule

| | |
|--------|-----------|
| Step 1 | \$40.5400 |
| Step 2 | \$42.5670 |
| Step 3 | \$44.6953 |
| Step 4 | \$46.9301 |
| Step 5 | \$49.2766 |