



# 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 February 23, 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 meeting of February 2, 2016 and the Regular City Council meeting of February 9, 2016.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

City Council Agenda

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2/23/2016

## 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. FEBRUARY 09, 2016 THROUGH FEBRUARY 18, 2016  
WARRANT LIST CHECKS NO. 40558 THRU 40613  
TOTAL FOR COUNCIL APPROVAL = \$209,610.74
2. Discussion and possible action on authorization for the City Manager to execute an agreement with Fresno County Superior Court for Remote Video Proceedings services.
3. Proposed adoption of **Resolution No. 16-09**, approving the purchase of two new 2015 Ford Explorer Police Utility vehicles.

## BUSINESS

1. Receive presentation on the proposed roundabout at the intersection of Oller and Derrick Avenues.
  - a. *Receive presentation from John Liu of Caltrans*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council provides direction to staff on how to proceed*
2. Council discussion and consideration to enter into a license agreement with American Ag Aviation, Inc. d/b/a American West Aviation and West Valley Aviation for agricultural aviation services based at the William Robert Johnston Municipal Airport.
  - a. *Receive report from City Manager DiMaggio*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council provides direction to staff on how to proceed*

## DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Public Works
  - a) Monthly Report
2. City Attorney
  - a) Update
3. City Manager

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

1. Council Member(s)
2. Mayor


## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL -- PENDING LITIGATION  
Pursuant to Paragraph (1) of subdivision (d) of Govt. Code Section 54956.9; Edward Warkentine et al. v. Hector J. Soria, et al., U.S. District Court Eastern District Case No. 13-cv-01550.
2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION  
Pursuant to Paragraph (1) of subdivision (d) of Govt. Code Section 54956.9; *Lemus v. City of Mendota*, Workers' Compensation Appeals Board, Case Nos. ADJ9178080, ADJ9178149, ADJ9178159, and ADJ9563329.
3. CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION  
*Pursuant to Paragraph (2) of subdivision (d) of Section 54956.9 ([1] potential case).*

## **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 February 23, 2016, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, February 19, 2016 at 4:15 p.m.

  
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Celeste Cabrera, Deputy City Clerk



## MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

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**Special Meeting**

**February 2, 2016**

**Meeting called to order by Mayor Silva at 1:06 p.m.**

**Roll Call**

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

**Council Members Absent:** Mayor Pro Tem Valdez and Councilor Riofrio.

**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. Receive report from City Manager DiMaggio on attainment of 2015 goals.

Mayor Silva introduced the item and City Manager DiMaggio summarized the various staff and City Council goals that were established for 2015; reported on which goals were achieved; and explained why certain goals are still ongoing.

Discussion was held on different ways to create a comprehensive storm drain system and the possibility of selling City-owned properties.

2. Discussion between City staff and Council on 2016 goals.

City Manager DiMaggio reported on goals that staff has proposed for 2016 including modifying the noise ordinance in order for it to comply with the General Plan; eliminating the deposit system for development permits; staff continuing to pursue Proposition 1 funding for disadvantaged communities; moving forward with the proposed tertiary treatment project at the Waste Water Treatment Plant; completing the economic development of the Young property; utilizing the provisions of AB 2 to form a Community Revitalization District; researching the financial feasibility of converting City Hall into a police station; expanding public safety assessment district to city-wide; explained that employee healthcare costs has a negative effect on the budget; and summarized Councilor Riofrio's proposed goals.

Discussion was held on the importance of moving forward on revenue generating projects such as the proposed tertiary treatment project at the Waste Water Treatment Plant; improving road access on Black Street; having John Liu from Caltrans attend a future City Council meeting in order to discuss the proposed roundabout at the intersection of Oller and Derrick Avenues; verifying that businesses maintain their buildings in order to comply with the building code; continuing the development of the Young property; the City supporting local businesses; the City increasing its involvement with the Chamber of Commerce; researching possible airport land usages; reducing the amount of drugs paraphernalia and gangs within the City; an upcoming joint meeting with the Mendota Unified School District Board of Trustees; the importance of resolving the ownership of the Community Center; moving forward with enlarging Rojas-Pierce Park by creating additional baseball and soccer fields; the benefits of converting City Hall into a police station; hiring additional police officers; decreasing the amount of public intoxication; training staff in regards to permits and City policies; repairing various streets throughout the City; the possibility of having the public complete a survey in regards to which street they would like to have repaired; the benefits of expanding the public safety assessment district city-wide; ensuring that businesses update their business information; ensuring that property owners maintain their properties; and encouraging community involvement.

**Dino Perez (Westside Youth Inc.)** – explained the benefits of an increase of collaboration between the City and the Chamber of Commerce and reported on various ways to increase community involvement.

**Marissa Navarro** – stated that streets in residential areas should be repaired.

Discussion was held on the City's five year street repair plan; the possible reduction of Measure C funds; the possibility of reconstructing Naples Street; various ways to receive funding to reconstruct Naples Street; different streets throughout the City that need to be repaired; staff researching airport land uses; ensuring that businesses are

constructed or expanded properly and also comply with the building code; updating the process for the issuance of business licenses; and the possibility of entering into the Stage III water conservation measure.

Chief of Police Andreotti reported that Judge Hilary Chittick will be in Firebaugh for a joint meeting with various organizations and agencies on February 25<sup>th</sup>.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 2:29 p.m. by Councilor Castro, seconded by Councilor Amador; unanimously approved (3 ayes, absent: Riofrio and Valdez).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**February 9, 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 and Rolando Castro.

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

**Flag salute led by Director of Administrative Services Johnson.**

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

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

**Kenneth Faulkner (5662 S. Washoe Avenue)** – explained that prayer is essential; read the last verse of the Star Spangled Banner; and explained the importance of planning for the best outcomes while also preparing for the worst.

### **PRESENTATION**

1. Council to recognize and thank Sergeant Joel Warkentin for his service with the Mendota Police Department.

Chief of Police Andreotti explained that Sergeant Warkentin has been with the Mendota Police Department since its re-establishment in 2009; thanked Sergeant Warkentin for

his assistance to all of the officers; and stated that Sergeant Warkentin has been hired with Merced County.

Sergeant Warkentin thanked the City Council for the recognition; explained his experience and participation during the re-establishment of the police department; and highlighted the improvements that the City has made throughout the years.

Council thanked Sergeant Warkentin for his service to the City and discussion was held on the collaborative efforts of various individuals that were necessary in order to re-establish the police department; and the dedication that the police officers have in serving the community.

### **APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING**

1. Minutes of the Regular City Council meeting of January 26, 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 Mayor Pro Tem Valdez to approve items 1 and 2, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Riofrio).

### **CONSENT CALENDAR**

1. JANUARY 26, 2016 THROUGH FEBRUARY 03, 2016  
WARRANT LIST CHECKS NO. 40488 THRU 40557  
TOTAL FOR COUNCIL APPROVAL = \$435,894.08
2. Proposed adoption of **Resolution No. 16-07**, authorizing the submission of a grant application to San Joaquin Valley Air Pollution Control District.

A motion was made to approve item 1 and 2 of the consent calendar by Councilor Amador, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Riofrio).

### **BUSINESS**

1. Council receive mid-year budget report.

Mayor Silva introduced the item and City Manager DiMaggio summarized the report including the actual revenues and expenditures up to this point of the fiscal year; the adoption of the initial budget authorizing the City Manager to make appropriate line item changes; reallocating funding to other line items if it was necessary; certain line items that remain unchanged; the major impact that health care costs has on the budget; the amount of funds that was used to balance the General Fund; and the various changes that were made to the budget.



Discussion was held on legal services exceeding the amount that was budgeted; renaming certain line items in order to make them clearer; the possibility of having the Code Enforcement Officers attend trainings; purchasing additional fuel for City vehicles; combining the fuel line item in the specific budget for each department into one joint line item; the postage line item exceeding its budgeted amount due to the notices that were sent out to property owners and tenants regarding water and sewer rate increases; POST reimbursing the City for costs incurred to send officers to trainings; the impact that the additional vehicles purchased by the City have on the budget; and when the budget hearings for the 2016-2017 fiscal year budget will take place.

2. Proposed adoption of **Resolution No. 16-08**, Resolution of Intention to Initiate an Amendment to 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.

Mayor Silva introduced the item and City Attorney Kinsey summarized the report including that the Medical Marijuana Regulation and Safety Act provides a statewide program for the licensing and regulation of commercial cannabis activity; the extended deadline for local governments to either issue regulations in regards to medical marijuana businesses or to prohibit such operations; the resolution of intent authorizes staff to proceed with the preparation of amendments to the Mendota Municipal Code which would prohibit the establishment and operation of medical marijuana businesses within the City; staff presenting a draft ordinance to the Planning Commission in March; and the proposed ordinance coming to the City Council in April.

Discussion was held on the opinions of Mendota residents on the issue; the stance that the County of Fresno has taken on the issue; and various options that the City has.

**Robert Rasmussen (2230 McCabe Avenue)** – requested that the City Council make the ordinance in regards to medical marijuana as strict as possible.

**Kenneth Faulkner (5662 S. Washoe Avenue)** – stated that allowing the establishment of medical marijuana businesses within the City can cause an increase in criminal activity.

A motion was made to adopt Resolution No. 16-08 by Councilor Amador, seconded by Mayor Pro Tem Valdez; unanimously approved (4 ayes, absent: Riofrio).

## **PUBLIC HEARING**

1. Proposed adoption of **Ordinance No. 16-01**: Adopting Chapter 5.17 (Cable Television Franchise) and Chapter 13.17 (Cable Video Services and Fees) of the Mendota Municipal Code, and Repealing Ordinance No. 284, 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 the City has managed the operations of cable company access since the early 1980s; the access of the management being authorized by Ordinance No. 284 which articulates the terms by which franchises shall operate within the City; the City joining a JPA with other Westside cities which formed the Westside Cities Cable Television Authority; the JPA's purpose to regulate and impose conditions on franchises of cable television system within each city; the JPA was dissolved and the City has to comply with Digital Infrastructure and Video Competition Act; the proposed ordinance will authorize the City to receive franchise and Public, Education, and Government Access fees; and that the proposed ordinance would repeal Ordinance 284.

A motion was made to adopt Ordinance No. 16-01 by Mayor Silva, seconded by Mayor Pro Tem Valdez; unanimously approved (4 ayes, absent: Riofrio).

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Code Enforcement
  - a) Monthly Report

Economic Development Manager Flood summarized the report for January including the department educating the public in regards to planning, zoning, and building regulations and the various citations that the officers gave for public and parking nuisances.

Discussion was held on ensuring that businesses have business licenses; updating the process for the issuance of business licenses; whether Code Enforcement officers have the legal authority to give citations; updating the noise ordinance; ensuring that property owners maintain the weeds on their properties; and having the officers attend trainings.

2. Police Department
  - a) Monthly Report

Chief of Police Andreotti summarized the report including that only two auto thefts occurred during the month of January; the increase of intoxication arrests and DUIs; a Humvee vehicle that the department received, which the Avenal State Prison might paint for free; searching for third party funding to fund a Community Service Officer position; the possibility of acquiring additional vehicles; and provided a personnel update.

Discussion was held on utilizing the Humvee to build relationships with the community.

**Liberty Lopez (431 Lolita Street)** – inquired as to the possibility of utilizing the funding for the Lieutenant position to hire additional police officers.

Discussion was held on the Lieutenant position being funded through the funding that was available for the vacant Sergeant position.

3. City Attorney
  - a) Update

City Attorney Kinsey reported on working with staff in regards to the medical marijuana ordinance, the noise ordinance, as well as other issues that are of importance to the City.

**Dino Perez (Westside Youth Inc.)** – inquired on the noise ordinance regulations.

Discussion was held on the current noise regulations and updating the noise ordinance to comply with the General Plan.

3. City Manager

City Manager DiMaggio reported on the City Council goal setting meeting that was held on February 2<sup>nd</sup>; summarized the various staff and City Council goals that were established for 2015, which were achieved, and why certain 2015 goals are still ongoing; summarized the goals that were established for 2016; and reported on the upcoming joint meeting with the Mendota Unified School Board which will be held on March 9<sup>th</sup>.

Discussion was held on the various goals that were established for 2016 and the additional funding that is needed to develop the solar farm at the Waste Water Treatment Plant.

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

1. Council Member(s)  
Council reports

Councilor Castro requested that staff ensure that the Adult Offender Work Programs workers utilize proper safety equipment and that weeds are maintained on City properties and public right-of-ways.

Mayor Pro Tem Valdez inquired as to the possibility of transferring the canopy covers located at 195 Smoot over to the City.

Councilor Amador reported that the First 5 commission was seeking another commissioner.

2. Mayor

Mayor Silva reported on a Latino Mayors Coalition that he recently attended; having James Ritchie from the Fresno County Department of Behavioral Health attend a future meeting to report on the services that are available to the homeless (7:46 p.m. Mayor Pro Tem Valdez left the Council Chambers); the possible reductions of STIP funding; the upcoming joint meeting with the Mendota Unified School Board which will be held on March 9<sup>th</sup>.

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
CA Government Code § 54956.9(d)(1)  
Edward Warkentine et al. v. Hector J. Soria, et al., U.S. District Court Eastern District Case No. 13-cv-01550;
  
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
CA Government Code § 54956.8  
Property: 301 Naples Street, Mendota, CA 93640  
Agency Negotiator: Vince DiMaggio, City of Mendota  
Negotiating Parties: Juan Pimentel

At 7:49 p.m. the Council moved into closed session.

At 8:39 p.m. the Council reconvened in open session and City Attorney Kinsey reported that in regards to item 1 of the closed session, there was nothing to report. In regards to item 2 of the closed session, Council gave direction to have staff look into further details regarding the sale that need to be addressed.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 8:40 p.m. by Mayor Pro Tem Valdez, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Riofrio).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk

CITY OF MENDOTA  
CASH DISBURSEMENTS  
2/9/2016-2/18/2016  
Check #40558-40613

Date	Check #	Amount	Vendor	Department	Description
February 9, 2016	40558	\$77,373.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 1/25/16-2/7/16
February 10, 2016	40559	\$1,200.00	NOLL ASSOCIATES	GENERAL	MEDIATION SERVICES - WARKENTINE V. CITY OF MENDOTA
February 11, 2016	40560	\$321.45	AMERIPRIDE	GENERAL-WATER-SEWER	PUBLIC WORKS/UTILITIES UNIFORMS LEASE JAN. 2016
February 11, 2016	40561	\$690.00	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WKLY WATER SYSTEM(WK 2-5), WASTE WATER WKLY, GENERAL EDT WKLY TREATMENT & DISTRIBUTION, MONTHLY
February 11, 2016	40562	\$1,149.59	GONZALEZ TOWING, TIRE & AUTO	WATER-SEWER	DUMP TRUCK (1) FLYWHEEL (2) BEARING (8) LABOR HOURS
February 11, 2016	40563	\$50.00	JORGENSEN & COMPANY	GENERAL	FEC FIRE EXTINGUISHER MINIMUM INTERIM SERVICE (EDD)
February 11, 2016	40564	\$675.00	KERWEST INC. DBA	GENERAL	LEGAL NOTICE-LOCAL NOTICE OF PUBLIC HEARING 2/3. LEGAL NOTICE OF PUBLIC HEARING SPANISH/ENGLISH
February 11, 2016	40565	\$1,106.89	RAMON'S TIRE & AUTO	GENERAL-WATER-SEWER	2016 FORD SUPER DUTY-(4) TIRE INSTALL & WHEEL BALANCE. UNIT M85 (1)WHEEL BALANCE (1)SPARE TIRE & WHEEL SWITCH PD
February 11, 2016	40566	\$121.72	THOMASON TRACTOR COMPANY	WATER-SEWER	(2)HOSE (4)BULK HOSE (1)FITTING (1)HOSE FITTING
February 17, 2016	40567	\$1,200.00	NOLL ASSOCIATES	GENERAL	MEDIATION SERVICES 2/18/2016-WARKENTINE V. CITY OF MENDOTA
February 17, 2016	40568	\$33,000.25	PROVOST & PRITCHARD	GENERAL-WATER	BEAVER BRIDGE; PASS-THRU: MCDONALDS, FERMIN, BEAVER BRIDGE; PASS-THRU: MCDONALDS, AUTOZONE, PASS-THRU: MCDONALDS & AUTO ZONE
February 18, 2016	40569	\$2,030.00	ADAMS, LORIE ANN	HOME PROGRAM	HOME/CDBG PORTFOLIO MANAGEMENT DEC 2015-CASA DE ROSA
February 18, 2016	40570	\$105.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	HRA ADMINISTRATION-FEBRUARY 2016 (PD)
February 18, 2016	40571	\$212.13	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES FROM 2/11/16-3/10/16 EDD. SECURITY SERVICES FROM 2/13/16-3/12/16.SECURITY SERVICES FROM 2/13/16-3/12/16
February 18, 2016	40572	\$383.88	AIRGAS USA, LLC	WATER	CARB DIOXIDE 20LB ALUM 7CL (VOL: 140LBS). RRCYLISM-CD-RENT CYL IND SMALL CARB DIOXIDE 20LB
February 18, 2016	40573	\$7.04	AMERITAS GROUP	GENERAL	VISION INSURANCE FOR MARCH 2016
February 18, 2016	40574	\$74.81	AMERIPRIDE	GENERAL	PUBLIC WORKS/UTILITIES UNIFORMS 1501558756
February 18, 2016	40575	\$216.45	ANTHONY'S SHOP	WATER-SEWER	(1) REPLACEMENT PARTS ON 24V 37MT STARTER FOR BACKHOE
February 18, 2016	40576	\$815.11	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MTNC CONTRACT# 14148 RICOH AFICIO MPC5501 & B&W AND COLOR COPIES. MNTNCE CONTRACT# 17170 RICOH MPC3503 & B&W AND COLOR
February 18, 2016	40577	\$140.50	AMERICAN WATER WORKS ASSOCIATION	SEWER	WASTEWATER TREATMENT PLANT OPERATOR CERT. BOOKS
February 18, 2016	40578	\$110.00	CAL SOCIETY OF MUNICIPAL	GENERAL	2016 CSMFO MEMBERSHIP RENEWAL-FINANCE
February 18, 2016	40579	\$350.00	COMMUNITY MEDICAL CENTER	GENERAL	PMT 01/16 LEGAL BLOOD DRAW (1) (PD)
February 18, 2016	40580	\$177.64	CROWN SERVICES CO.	GENERAL-SEWER	TOILET 1XWK & ENV FEE (PD). TOILET W/SINK 1XWK & RENT MENDOTA SALES TAX AND ENV FEE
February 18, 2016	440581	\$82.00	DEPARTMENT OF JUSTICE	GENERAL	FINGERPRINT APPS & CK CASHERS PERMIT-BLD JAN 2016 (PD)

**CITY OF MENDOTA**  
**CASH DISBURSEMENTS**  
**2/9/2016-2/18/2016**  
**Check #40558-40613**

February 18, 2016	40582	\$161.85	EMPLOYEE RELATIONS	WATER-SEWER	PRE-EMPLOYMENT BACKGROUND
February 18, 2016	40583	\$792.72	RED WING SHOE STORE	GENERAL-WATER-SEWER	BOOT REPLACEMENT REIMBURSEABLE (J.SALOMON) (E. MENDOZA) (P. ALVARENGA) (M. GONZALEZ HABANA) (E. IBARRA) (A. TORRES)
February 18, 2016	40584	\$1,339.00	STATE OF CALIFORNIA	WATER-SEWER	UNEMPLOYMENT INSURANCE FOR 10/01/15-12/31/15
February 18, 2016	40585	\$174.08	ALERT-O-LITE	GENERAL	(7) TRU TEMPER SHOVEL RD POINT 156
February 18, 2016	40586	\$178.82	AT&T	GENERAL	POLICE DEPARTMENT DISPATCH 12/24/15-1/26/16
February 18, 2016	40587	\$5,750.00	CENTRAL VALLEY SWEEPING, LLC	STREET	STREET SWEEPING 1/4. STREET SWEEPING 1/14, STREET SWEEPING 1/11, STREET SWEEPING 1/15/2016
February 18, 2016	40588	\$38.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL LAB (PD)
February 18, 2016	40589	\$175.00	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REALQUEST PROGRAM MONTHLY FEE JANUARY 2016
February 18, 2016	40590	\$260.00	CVR & ASSOCIATES, INC	GENERAL	BUILDING INSPECTIONS SERVICES FEBRUARY 2016
February 18, 2016	40591	\$8,750.00	FIREBAUGH POLICE	GENERAL	DISPATCH SERVICES FOR 1/1-31/2016 (PD)
February 18, 2016	40592	\$130.80	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR JANUARY 2016 (PD)
February 18, 2016	40593	\$95.37	MENDOTA YOUTH RECREATION	GENERAL	REFRESHMENTS FOR COMMUNITY FOOD BANK MILLION BOX GIVEAWAY
February 18, 2016	40594	\$51,872.38	MID VALLEY DISPOSAL. INC	REFUSE	TIRE DISPOSAL (1), ROLL OFF EXCHANGE 40 YD (3.79) QTY, SANITATION CONTRACT SERVICES FOR JANUARY 2016
February 18, 2016	40595	\$6,644.61	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES	WATER-SEWER	MARCH 2016 CITY WATER TREATMENT/DISTRIBUTION, WWTP. MATERIALS FOR INVOICE 1105 12/7/15-12/9-12/26/2015
February 18, 2016	40596	\$53.00	CONCENTRA MEDICAL CENTERS	GENERAL	RAPID ECUP/5 PANEL (G. LLANOS)
February 18, 2016	40597	\$628.56	OFFICE DEPOT	GENERAL-WATER-SEWER	(1) YELLOW POSTIT NOTES-CITY HALL. (1) NOTE (1) INKJET CARTRIDGE. (1) DESK PAD CALENDAR (2) PAPER. (1) CAMERA (PD) (SANDISK STANDARD
February 18, 2016	40598	\$3,552.33	R&B COMPANY	WATER	(3)FIBRELYTE BOX(3)FIB-LYTE LID. (1)TRAFFIC REPAIR KIT (1)UPPER STEM.(1)FIBRELYTE LID(6)FIBRELYTE BOX. (6)1" SENSUS SRII WATER METER.
February 18, 2016	40599	\$831.12	RAIN FOR RENT WESTSIDE PUMP	STREET-SEWER	FLOOD CONTROL - STREETS
February 18, 2016	40600	\$511.49	ERNEST PACKING SOLUTIONS	GENERAL	CLOROX, ARTISAN TOILET PAPER, WIPES, CAN LINERS (PD)
February 18, 2016	40601	\$309.52	UNION PACIFIC RAILROAD COMPANY	STREET	ENCROACHMENT PERMIT RAILROADS 3/1-31/2016
February 18, 2016	40602	\$839.77	STEAM CLEANERS, INC.	GENERAL-WATER-SEWER	(1)Q-COUPLER(1)PLUG(1)AIR FILTER-LABOR-PRESSWASH
February 18, 2016	40603	\$108.23	SUNNYSIDE TROPHY	GENERAL	(1) 10 1/2X13 RED PIANO (J.WARKENTIN-PD)
February 18, 2016	40604	\$490.31	TCM INVESTMENTS	GENERAL-WATER-SEWER	MPC5501 LEASE PAYMENT COPY MACHINE FEB 2016. MPC3503 LEASE PAYMENT COPY MACHINE FEB 2016 (PD)
February 18, 2016	40605	\$601.00	TECHNICON ENGINEERING	STREET	MENDOTA ELEMENTARY PEDESTRIAN PROJECT
February 18, 2016	40606	\$423.21	THE FRESNO BEE	GENERAL-WATER-SEWER	52-WEEK NEWSPAPER SUBSCRIPTION

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 2/9/2016-2/18/2016  
 Check #40558-40613

February 18, 2016	40607	\$30.30	TRU TRAILERS, INC.	GENERAL	(1) COUPLER PART
February 18, 2016	40608	\$68.08	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	MONTHLY WET/DRY TOWEL CLOTHS, MOPS, RUGS JAN. 2016
February 18, 2016	40609	\$10.82	JORGE URBIETA	GENERAL	EXPENSE REIMBURSEMENT FOR COMMUNITY SERVICE (PD)
February 18, 2016	40610	\$190.00	VERIZON WIRELESS	GENERAL-WATER-SEWER	MONTHLY SERVICE GPS FLEET VEHICLES NOV. 2015
February 18, 2016	40611	\$84.10	VETERINARY MEDICAL CENTER	GENERAL	(4) EUTHANASIA (1) MEDICAL WASTE FEE
February 18, 2016	40612	\$1,842.91	VULCAN MATERIALS COMPANY	STREETS	STREET REPAIR(4.92) ST 3/8 CM ASPHALT. STREET REPAIR-(3.95) & (3.89) ST 3/8 ASPHALT. STREET REPAIR-(5.07) ST 1/2 IN TYPE A ASPHALT. STREET
February 18, 2016	40613	\$1,080.90	ZEE MEDICAL SERVICE	WATER	MEDICAL BOX:EARPLUG, FINGERBANDAIDS, GLOVES (WTP). MEDICAL BOX:TRUCK KIT, REFRESH DROPS, IBUTAB(PWSHOP). MEDICAL BOX: CLEAN
	<b>TOTAL</b>	<b>\$209,610.74</b>			

AGREEMENT NUMBER <b>10-2015-MEND-O</b>
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- In this agreement (the "Agreement"), the term "Contractor" refers to **City of Mendota**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.
- This Agreement becomes effective as of **March 1, 2016**, (the "Effective Date") and expires on **February 28, 2021**.
- The maximum amount that the Court may pay Contractor under this Agreement is **not applicable** (the "Maximum Amount").
- This Agreement incorporates and the parties agree to the attached provisions labeled "Attachment A – Scope of Work" and "Attachment B—Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter.
- Contractor will perform the following services (the "Services"), and deliver the following work product (the "Work Product"):

**Services:**

Description of Services	<b>Contractor will provide location, physical materials, and electronic equipment per the Scope of Work (Attachment A) for the provision of Remote Video Proceedings for Fresno county residents living outside Fresno city limits.</b>
Completion Date	<b>February 28, 2021. Agreement may be terminated earlier, by either party, pursuant to paragraph H, below.</b>

**Work Product: none.**

- The Court's project manager is: **Mary Calderon**, Director of Court Operations.
- The Court will pay Contractor as follows: No payment will exchange hands pursuant to this Agreement. Each party will work in cooperation and conjunction with the other for the benefit of Fresno county residents with these court use needs.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Superior Court of California, County of Fresno</b>	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>City of Mendota</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sheran L. Morton, Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Vince DiMaggio, City Manager</b>
DATE EXECUTED	DATE EXECUTED
ADDRESS <b>Accounts Payable 1100 Van Ness Avenue Fresno CA 93724-0002</b>	ADDRESS <b>643 Quince Street Mendota, CA 93640</b>



## **ATTACHMENT A SCOPE OF WORK**

### **I. OBLIGATIONS**

#### **Contractor**

1. Contractor shall provide the RVP space, 24 chairs, tables, podiums and microphones at no cost to Court.
2. Contractor shall provide an analog conference phone and two analog Telco (POTS) lines. It is acceptable for the two lines to be provided via VoIP ATA, VoIP VG, PBX or CENTREX as long as both lines have a direct inward dial (DID) number and support fax transmissions.
3. Contractor shall provide Internet connectivity with enough guaranteed available bandwidth to support the videoconferencing service. Wired or wireless (Wi-Fi) connectivity is acceptable.
4. Contractor shall provide, at no cost, onsite technology support for immediate troubleshooting on court days.
5. ~~Contractor shall be responsible for installing the television monitor and/or other RVP equipment that attaches to Contractor's facility.~~
6. Contractor shall be responsible for **maintaining** ~~purchasing, or providing from existing inventory,~~ the following necessary RVP equipment: a wall-mounted television monitor up to 70" in size as appropriate for the size of the RVP room; a compact camera; all necessary cables, adapters, and other technology support items for the interface with Court Call and the equipment; a computer terminal and monitor dedicated to the RVP feed; and a multi-functional device (printer, scanner and fax) to support courtroom operations.
7. Service will be provided one day per week initially, with changes to increase days by mutual written agreement.

#### **Court**

1. Court shall provide a court staff person to coordinate proceedings, operate the RVP equipment, and perform basic courtroom activities in advance of and on court days.
2. Court shall provide training to Contractor staff on operating the RVP equipment and support duties on court days.
3. Court shall provide offsite technical support to trouble shoot problems on court days.
4. Court shall cover the monthly cost of the Court Call video teleconferencing service.

## **ATTACHMENT B AGREEMENT TERMS**

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services.
- B. ACCEPTANCE.** All Services are subject to written acceptance by both parties.
- C. INVOICES AND PAYMENT.** There will be no exchange of monies; each party performs for the benefit of Fresno county residents.
- D. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations.
- E. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.
- F. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance by Contractor under this Agreement for a period of four years after contract ends. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.
- G. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.
- H. TERMINATION.** Either party may terminate all or part of this Agreement for convenience at any time by giving 30 days' written notice to the other party.
- I. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- J. REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final un-appealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC")

section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

**K. MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Fresno County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, or the Services without first obtaining the Court's prior written approval, which may be denied for any or no reason.

**L. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same Agreement.

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**AGENDA ITEM- STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** GREGG L. ANDREOTTI, CHIEF OF POLICE

**VIA:** VINCE DIMAGGIO, CITY MANAGER

**SUBJECT:** TO UTILIZE PUBLIC SAFETY IMPACT FEE FUNDS TO PURCHASE TWO 2015 FORD EXPLORER POLICE UTILITY VEHICLES FOR USE BY THE POLICE DEPARTMENT.

**DATE:** FEBRUARY 19, 2015

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**ISSUE:**

Should the City Council approve the use of Public Safety Impact Fee funds to purchase two (2) 2015 Ford Explorer Police Utility vehicles for use by the Police Department?

**BACKGROUND:**

In February 2016 the Chief of Police received information regarding the availability of multiple new 2015 Ford Explorer Police Utility vehicles located at a Ford dealership in Colma, CA. The dealership is offering the vehicles at below cost in an attempt to clear them from the dealership's inventory. Mendota Police Department currently has a vehicle of this model in its patrol fleet and is therefore familiar with this resource.

The original factory sticker price for the new 2015 Ford Explorer Police Utility was \$34,355. Serramonte Ford in Colma, CA has agreed to a total price of \$26,741.; including tax, delivery and fees for each vehicle.

Each vehicle is black in color and not unfitted with police equipment or agency markings. Both vehicles are designated to replace older vehicles in the police department's patrol fleet. There will be no increase in marked police vehicles. Equipment from the vehicles designated for retirement will be utilized in the up-fit of newly purchased replacement vehicles, thus reducing the up-fit cost. Each vehicle will need to be painted white.

**FISCAL IMPACT:**

No general fund costs; approximately \$68,500 from Public Safety Impact Fee funds.

**RECOMMENDATION:**

Staff recommends that the Council adopt Resolution No. 16-09, approving the purchase of two new 2015 Ford Explorer Police Utility vehicles for use by its Police Department.

**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 USE OF PUBLIC SAFETY IMPACT FEE  
FUNDS TO PURCHASE AND UP-FIT TWO  
2015 FORD EXPLORER POLICE UTILITY  
VEHICLES TO REPLACE OLDER POLICE  
DEPARTMENT VEHICLES.**

**RESOLUTION NO. 16-09**

**WHEREAS**, the Mendota Police Department is charged with preserving the health and safety of the community of Mendota by providing law enforcement services; and

**WHEREAS**, a goal of city and police leadership is to provide police department personnel with efficient and effective equipment resources; and

**WHEREAS**, the Mendota Police Department has patrol vehicles that are older and incurring ongoing maintenance costs in order to maintain safe operation; and

**WHEREAS**, the opportunity is present to purchase two 2015 Ford Explorer Police Utility vehicles at below cost from Serramonte Ford in Colma, CA; and

**WHEREAS**, the acquisition of two new police vehicles will result in the retiring of two current police vehicles thus maintaining a marked fleet of seven (7) police patrol vehicles; and

**WHEREAS**, in order to deploy newly acquired vehicles in marked patrol configuration, said vehicles must be white in color, up-fitted with the necessary equipment and agency markings; and

**WHEREAS**, the City Council has reviewed the project, considered public testimony, and has independently determined that in order to protect the health, safety, and welfare of the community, it is appropriate to use funds from the City's Public Safety Impact Fee fund to purchase capital equipment specified herein above for use by the Police Department.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Council directs staff to use approximately \$68,500 in Public Safety Impact Fees for purchase of the necessary capital equipment for use by the Police Department.

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Robert Silva, Mayor

ATTEST:

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

# A G E N D A I T E M - S T A F F R E P O R T

**DATE:** February 23, 2016

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince DiMaggio, City Manager  
John P. Kinsey, City Attorney

**SUBJECT:** American Ag Aviation, Inc. d/b/a American West Aviation and West Valley Aviation, Proposed License to Use Mendota Airport for Agricultural Aviation Services

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## **ISSUE**

Should the City Council approve a license agreement with American Ag Aviation to use the Mendota airport for agricultural aviation services?

## **BACKGROUND**

The City owns the Airport, which is presently underutilized. The City Council has provided direction to City Staff to attempt to increase the Airport's use.

The City has recently received interest from AAA for use of the Airport for its agricultural aviation business. AAA plans to use the Airport for the refueling and resupply of its aircraft. AAA has proposed payments to the City in the amount of \$600/month, in exchange for its use of the Airport for its business.

AAA has requested that any agreement between AAA and the City be "exclusive" as to other agricultural aviation services. AAA understands that its use of the Airport would not be exclusive as to other potential users of the Airport.

Staff has prepared a draft license agreement, which is attached as Exhibit "A," which has not yet been reviewed by AAA.

## **ANALYSIS**

Staff is recommending that the City Council provide direction to finalize negotiations with AAA to utilize the Airport for its agricultural aviation business. The proposal furthers the City Council's direction to increase usage of the Airport, and City staff believes the rental rate is fair, in light of the Airport's current usage, and the nature of the proposed license.

The proposed license agreement has the following features:

- A month-to-month term that may be terminated upon 30-days notice.
- Monthly license fees in the amount of \$600.00, plus a security deposit.
- A provision that provides that the City “shall not provide a license or lease agreement for use of the Airport to any other person or business to engage in agricultural aviation services”; however, the License is otherwise non-exclusive as to other users.
- A requirement that AAA generally maintain the areas of the Airport it uses in good repair, and to not impede or block ingress and egress for other users.
- A requirement that AAA indemnify the City, and to provide insurance.

### **FISCAL IMPACT**

Rent paid as part of the licensing agreement would enhance General Fund revenues by \$7,200 per year. Presently, there are no revenue generating uses at the airport. This use would provide revenue that will assist in operation and maintenance costs.

### **RECOMMENDATION**

Provide direction to the City Manager to finalize negotiations for the license of the William Robert Johnston Municipal Airport (the “Airport”) to American Ag Aviation, Inc. d/b/a American West Aviation and West Valley Aviation (“AAA”) for agricultural aviation services.

### **Attachments**

**Ex. “A”:** [Proposed] Resolution of the City Council of the City of Mendota Approving Non-Exclusive License Agreement

**Ex. “B”:** Proposed Non-Exclusive License Agreement



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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
NON-EXCLUSIVE LICENSE AGREEMENT**

**RESOLUTION NO. 16-10**

**WHEREAS**, the City of Mendota (the "City") owns and operates an airport in the City of Mendota, State of California, commonly known and described as the "William Robert Johnston Municipal Airport" (the "Airport"); and

**WHEREAS**, American Ag Aviation, Inc. d/b/a American West Aviation and West Valley Aviation, a California corporation ("AAA") has expressed interest in using the Airport for its agricultural aviation business in exchange for payment of \$600.00/month; and

**WHEREAS**, City staff has prepared a draft Non-Exclusive License Agreement, a copy of which is attached as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the facts contained in the recitals above are true and correct, and that the City Council approves the Non-Exclusive License Agreement attached hereto Exhibit "A," and directs the City Manager to execute the Non-Exclusive License Agreement in the substantial form presented as Exhibit "A," 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 23rd day of February, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

## NON-EXCLUSIVE LICENSE AGREEMENT

### WILLIAM ROBERT JOHNSTON MUNICIPAL AIRPORT

**THIS NON-EXCLUSIVE LICENSE AGREEMENT** (the “*License*”), is made and enter into at Mendota, California, the \_\_\_\_ day of February, 2016, by and between the City of Mendota, a California municipal corporation (the “*City*”) and American Ag Aviation, Inc. d/b/a American West Aviation and West Valley Aviation, a California corporation (“*Licensee*”). The City and Licensee are sometimes collectively referred to in this Lease Agreement as the “*Parties*,” and individually as a “*Party*.”

### RECITALS

**WHEREAS**, the City owns and operates an airport in the City of Mendota, State of California, commonly known and described as the “William Robert Johnston Municipal Airport” (the “*Airport*”); and

**WHEREAS**, Licensee is a California Corporation authorized to perform agricultural aviation services to the public; and

**WHEREAS**, the Parties desire to enter into a lease agreement under which Licensee will use the Airport solely for the purpose of operating an agricultural aviation business and activities incidental thereto, subject to the terms and conditions more particularly described herein.

**NOW, THEREFORE**, in consideration of the terms, covenants, and obligations set forth in this License, **IT IS MUTUALLY AGREED AS FOLLOWS:**

### LICENSE

A. **Term of License.** The term of this License shall commence on March 1, 2016, and shall continue for a period of thirty (30) days and shall automatically be renewed for successive thirty day periods, unless terminated pursuant to the provisions of this License.

B. **License Fees Payable to the City.** Licensee shall pay to the City the monthly fee of \$600.00, payable on or before the first day of each month, except that the first month’s fee shall be tendered upon execution of this License. Payments shall be made to the City at 643 Quince Street, Mendota, CA 93640, or such other place as the City may designate, and are due without demand and without notice, counterclaim, deduction or setoff. License payments, and other costs and charges authorized hereunder, not received by City by the tenth day of the month when due are subject to a late penalty, without notice to Lessee, of 1.5 percent (1.5%) per month.

C. **Security Deposit.** In addition to, and at the time of the first fee payment, Licensee shall deposit with the City, a sum equal to two month’s fees as a security deposit against which the City may deduct any delinquent fees, costs, charges (including but not limited to any late payment of fees) resulting from the use of the Airport (the “*Security Deposit*”).

D. **License Rights & Obligations.** The City hereby grants to Licensee a revocable license, on a non-exclusive basis, to use the Airport solely for the purpose of operating its agricultural aviation business and activities incidental thereto.

1. Licensee may conduct the following authorized activities at the Airport under the authority of this License:

- a. Aircraft parking in the locations designated in Exhibit "A" hereto.
- b. Parking of Licensee's motor vehicles in the locations designated in Exhibit "A" hereto.
- c. Refueling, maintenance, and loading of Licensee's aircraft in the locations designated in Exhibit "A" hereto.
- d. The right of ingress and egress from the Airport to Licensee and Licensee's officers, employees, agents, drivers, and vehicles for the purpose of Licensee's exercise of its rights and obligations under this License.
- e. Upon thirty-days Notice, the City may change the locations designated in Exhibit "A." In the event of an immediate threat to the public health, safety, welfare, or emergency, requiring the removal of such aircraft, the City may change the locations designated in Exhibit "A," in which case the City shall notify Licensee in writing within twenty-four hours of the change in the location.

2. Licensee shall promptly provide Notice to the City of any condition in the locations designated in Exhibit "A" that may require maintenance by the City.

3. During the performance of this License, Licensee and Licensee's officers, employees, agents, drivers, and vehicles shall comply with the rules and regulations set forth in the City's Municipal Code, including but not limited to Chapter 12.24 (and any modifications that may be enacted from time-to-time), in addition to all state and federal regulations, including Federal Aviation Regulations, applicable to Licensee's use of the Airport. By execution of this License, Licensee acknowledges it is familiar with the City's Municipal Code, including Chapter 12.24, in addition to the state and federal laws and regulations applicable to Licensee's business and the use of the Airport for Licensee's business.

4. If Licensee desires to use the services of another person in connection with any aircraft work or repair other than at established repair facilities at the Airport, then City may require such persons to provide their names, addresses, evidence of adequate liability insurance, payment of any required business fees, and proof of a valid City business tax certificate; and, lacking such information, such persons may be refused permission to conduct the work or ordered to stop work. This shall not limit an aircraft owner's or pilot's right to work on his or her own aircraft, as permitted by the Federal Aviation Regulations in areas of the Airport so designated by City, or upon other airports in designated facilities.

5. During the term of this License, the City shall not provide a license or lease agreement for use of the Airport to any other person or business to engage in agricultural aviation services.

**E. Condition of Airport.**

1. Licensee has inspected the Airport and knows the extent and condition thereof and accepts the use of same in its present condition, subject to and including all defects, latent or patent. Licensee will keep and maintain the areas described in Exhibit "A" in a clean, safe, and orderly condition at all times. Licensee shall not commit or suffer to be committed any waste upon the Airport, improvements, and fixtures or commit or allow any nuisance or other act which may disturb or interfere with the Airport, its surroundings, the departure and arrival of aircraft, or other aircraft operations and uses. If Licensee shall fail to perform the obligations under this paragraph, after thirty-days' written notice setting forth such failure, then City shall have the right to perform the same and to charge Licensee therefor, and Licensee shall pay the City such costs upon City's demand.

2. Licensee shall not store any property or equipment at the Airport.

3. Licensee shall not impede parking or ingress and egress for aircraft, vehicles, or pedestrians at the Airport.

4. Licensee shall make no structural modifications to existing structures or any other improvements or additions in or to the Airport without the written consent of the City Manager first being obtained.

5. Licensee shall not use, keep, store or place in or on the Airport Premises any petroleum products or any materials that are in any way hazardous, toxic, radioactive or explosive, except those which are necessary and appropriate to accomplish the purpose of this License. All such materials shall be used, stored, handled, dispensed and disposed of as required by applicable governmental regulations and laws. Any spills of such materials by Licensee anywhere on the Airport shall be promptly cleaned up by Licensee, at Licensee's sole expense, in accordance with standards of the industry and applicable governmental regulations and laws.

6. Licensee shall not construct or place signs, awnings, marquees, advertising, or promotional structures at the Airport. If Licensee fails to remove any such signs, displays, advertisements or decorations within twenty-four hours after written notice from City, then City may remove them at Licensee's sole expense.

7. Licensee hereby agrees that Licensee will not permit or suffer any liens of any kind to be filed against the City and/or the Airport property as a result of any obligation, malfeasance, negligence, or omission of Licensee, and that Licensee shall diligently take all necessary and proper steps to remove and discharge any liens which are filed.

**F. Indemnity.** By accepting this License, Licensee hereby agrees to the fullest extent permitted by law, to defend, indemnify, protect, and hold harmless the City, its officers, agents and employees from and against any and all claims, demands, damages, obligations, suits, judgments, penalties, proceedings, causes of action, losses, liabilities, or costs (including but not

limited to fines) at any time received, incurred, or accrued by the City, its officers, agents or employees, as a result of, or arising out of, in whole or in part, directly or indirectly, the existence of or exercise of the rights or obligations of Licensee under this License, including, but not limited to, Licensee's use of the Airport, or the conduct of Licensee's business, or from any activity, work, or things done, permitted or suffered by Licensee, its agents, contractors, employees or invitees in or about the Airport or elsewhere, except as may arise from the willful misconduct or active negligence of the City, its officers, agents or employees. Licensee hereby agrees to further indemnify and hold harmless the City against and from any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, or arising from any act, neglect, fault or omission of Licensee, or of its agents, employees or invitees.

G. **Insurance.** Licensee shall not occupy the Airport or operate any aircraft before obtaining the insurance specified below. The required insurance amounts below may be adjusted not more than annually by the City Manager, and with at least sixty-days written notice.

1. **Personal Injury.** During the term of this License and any extension thereof, Licensee shall continuously maintain an insurance policy providing for liability insurance in amounts of not less than \$1,000,000 per occurrence for death and personal injury.

2. **Aircraft Liability.** For each licensed aircraft, Licensee shall maintain during the life of this License, at his sole expense, at least the following insurance coverage: bodily injury, including passengers, \$100,000 each person; \$100,000 property damage; and \$300,000 each occurrence.

3. **Personal Property.** Licensee understands and agrees that it is Licensee's sole responsibility to obtain insurance covering Licensee's aircraft and other personal property which may use the Airport. Notwithstanding any provision to the contrary, Licensee specifically waives any claim against City for theft, loss, or damage of any kind or from any source whatever that may occur to Licensee's aircraft or personal property located at the Airport and in its vicinity.

4. **Fire and Extended Coverage Insurance.** Throughout the term, at Licensee's sole cost and expense, Licensee shall keep or cause to be kept insured, for the mutual benefit of City and Licensee, all improvements located on or appurtenant to the Airport, whether constructed at the time of signing this License or not, against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use of structures, including vandalism and malicious mischief. The amount of the insurance shall be sufficient to prevent either Licensee or City from becoming a co-insurer under the provisions of the policies, but in no event shall the amount be less than eighty percent (80%) of the actual replacement cost, excluding the cost of replacing excavations and foundations, but without deduction for depreciation (herein called full insurable value). In the event payment are made for repairs, payments of proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on architect's certificates until the work is completed and accepted. Any insurance proceeds remaining after complying with the provisions of this License relating to maintenance, repair, and reconstruction of improvements shall be the Licensee's sole property.

5. **Documentation.** Licensee shall present to City a certificate evidencing the required coverage, naming the City of Mendota as additional insured. All insurance required by express provisions of this License shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of City that might otherwise result in failure of the insurance, (2) insurer waives the right of subrogation against City and against City's agents and representatives, (3) the policies are primary and non-contributing with any insurance that may be carried by City, and (4) the policies cannot be canceled or materially changed except after thirty-days notice by the insurer to City. Licensee shall furnish City with copies of all such policies upon their receipt.

H. **Waiver of Claims.** As a material part of the consideration to be rendered to the City of this License, Licensee hereby waives any and all claims or causes of action against the City, its officers, agents, or employees which it may now or hereafter have for damages or theft of Licensee's aircraft or other property in, about, or on Airport, and for injuries or death to persons in, about, or on the Airport, from any cause or causes arising at any time out of the use or parking of Licensee's aircraft or other property at the Airport, except as may arise from the active negligence or willful misconduct of the City, its officers, agents or employees, or from a known dangerous condition of public property as specified in Government Code Section 835, *et seq.*

I. **Bailee Disclaimer.** Licensee acknowledges and agrees that the City has granted its permission for use of the Airport only for the purposes and in accordance with the provisions of this License. By entering into this License, the City is not agreeing in any manner to accept obligations or responsibility for the safekeeping of the aircraft or other property of Licensee or of Licensee's agents, contractors, officers, employees or invitees. This License is not a contract for bailment and the City in no manner whatsoever purports to be a bailee.

J. **Taxes and Assessments.**

1. Licensee shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges, which may be levied, assessed or imposed upon Licensee. Payment of any taxes, assessments, license, fees, or other public charges shall not in any manner reduce the fees and charges owed by Licensee to the City pursuant to this License.

2. Licensee acknowledges and agrees that this License may create a real property possessory interest that may be subject to real property or other taxation, and that Licensee shall be subject to, and liable for, the payment of any taxes levied on such interest. No such possessory interest tax, or any other tax, shall reduce or constitute a substitute for the fees or charges required to be paid, as a condition of this License or as otherwise required by the City. Licensee agrees to pay all such taxes when due.

3. Licensee shall defend, protect, indemnify and hold the City free and harmless from any and all liability, loss, or damage resulting from any taxes, assessments, or other charges required by, or relating to, this License to be paid by Licensee, and from all interests, penalties, and other sums imposed

K. **Licensee Not Agent of the City.** Neither issuance of this License, nor any acts of Licensee under this License, shall in any way constitute Licensee as an agent, contractor, partner, or employee of the City for any purpose.

L. **Termination of License.** Either Party may, at any time upon thirty days advance written notice to the City, terminate this License. Upon termination, Licensee is required to promptly remove all personal property from the Airport within the time set forth in the written Notice of Termination. If Licensee fails to remove said personal property, the City will take necessary action to remove or dispose of the hangar, aircraft, other property which may be located therein, at the expense of Licensee, as permitted by law. Licensee shall pay the City all fees and charges owed as of the date of removal or termination, whichever is later, computed at the daily rate currently in effect

M. **Waiver.** No waiver of default by either party of any of the terms, conditions, and provisions of this License shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, conditions, and provisions contained herein, to be kept and observed by the other Party. The consent or approval by one Party to the act of the other Party shall not be deemed to waive or render unnecessary the need for consent or approval of any subsequent, similar act.

N. **Consent/Notices.**

1. Whenever in this License the approval or consent of a Party is required, such approval or consent shall be in advance, in writing, and shall be executed by a person having the express authority to grant such approval or consent.

2. Any notice required or permitted hereunder shall be delivered by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such Party at its address shown below, or to any other place designated in writing by such Party.

**MENDOTA**

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

**LICENSEE**

**[to be provided]**

Any such notice shall be deemed received upon delivery, if delivered personally, the next business day after delivery by a courier, if delivered by courier, and three (3) days after deposit into the United States Mail, if delivered by registered or certified mail.

O. **Severability.** Any provisions of this License which shall prove to be invalid,



void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

P. **Exhibits.** The Exhibits attached to this License are incorporated herein by this reference as though fully set forth herein.

**CITY OF MENDOTA**

**AMERICAN AG AVIATION  
D/B/A AMERICAN WEST AVIATION  
D/B/A WEST VALLEY AVIATION**

By: \_\_\_\_\_  
Vince DiMaggio

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

Its: \_\_\_\_\_

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## **PUBLIC WORKS REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CRISTIAN GONZALEZ, PUBLIC WORKS DIRECTOR  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** PUBLIC WORKS MONTHLY REPORT  
**DATE:** FEBRUARY 23, 2016

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### **STREETS AND ROADS**

- The City's street sweeper continues to operate on its normal schedule, Mondays, Wednesdays and Fridays. When significant rain prohibits street sweeping activities on sweeping days, the street sweeper will sweep the skipped route the following day, assuming the weather allows.
- ATP (Active Transportation Plan) project is near completion. Work was temporarily delayed due to the wet weather.
- The LED street and park light retrofit continues. Approximately 300 fixtures, including 7th Street fixtures have been replaced with brighter efficient fixtures. The project includes more than 600 fixtures within the City streets and parks all to be completed by the end of March.

### **PARKS AND PUBLIC BUILDINGS**

- Public Works continues to focus on controlling weeds on public property.

### **WATER SYSTEM**

- Ag well number 1, which pumps water into the slough as part of our obligations with B&B ranch, got acid washed as a preventative maintenance measure. The well is back in operation.
- The two water storage tanks at the water plant were inspected by divers recently and the results were positive. While the divers were in the tanks they cleaned some settled debris on the tank base.

## **ANIMAL CONTROL**

- Animals impounded: 18
- Animals euthanized: 17
- Animals redeemed by owner: 1
- Graffiti abated: 1
- Citations issued: 2

## **ADULT OFFENDER WORK PROGRAM**

- AOWP working on flood preparation, public right of way and alleys.

## **BUILDING PERMITS ISSUED**

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

## **PLANNING**

- A SPR (site plan review) for a new business on Naples was submitted late last week. Staff will review and set conditions of approval.
- Housing element was considered by the Planning Commission on February the 16th, next step is City Council consideration.

## **STAFFING FOR PUBLIC WORKS**

- 6 full time employees
- 4 part time employees
- 5 full time/part time (Proteus)

## **STAFFING FOR PUBLIC UTILITIES**

- 6 full time employees
- 5 full time/part time (Proteus)

## **FUEL STOCK**

- Unleaded: 4,706 gallons
- Diesel: 4,170 gallons

City of Mendota

Permits Issued

Report Date Range : 01/15/2016 to 02/28/2016

Permit #	Type of Permit	Date Issued	Job Address
20160025	329(b) 3.710 KW DC, ROOF MOUNTED SOLAR 14 MODULES	1/15/2016	665 I St
20160026	329(b) INSTALL 14 PV PANELS; ROOF MOUNT: COMP; 3.64KW	1/15/2016	205 Locust Ave
20160027	329(b) INSTALL 23 PV PANELS; ROOF MOUNT: COMP; 5.98 KW	1/15/2016	281 MALDONADO ST
20160028	434(a) REFOOF 2000 Sq Ft	1/21/2016	398 K St
20160029	329(b) PV INSTAL ROOF MOUNT 2.805 KW 11 PANELS	1/28/2016	253 K St
20160030	329(b) SOLAR INSTALL	1/28/2016	298 Espinoza St
20160031	329(b) INSTALL 17 PV PANELS ROOF MOUNT	1/28/2016	162 Elm Ave
20160032	329(b) SOLAR INSTALL	1/28/2016	298 Maldonado St
20160033	329(b) 2.5 KW FLUSH MOUNTED PV SOLAR	1/28/2016	603 Peach Ave
20160034	329(b) ROOF TOP SOLAR INSTALL	1/28/2016	298 Santa Cruz St
20160035	434(a) REPLACE COWPORT ROOF 4080 Sq Ft	2/1/2016	1990 9th St
20160036	329(b) ADDENDUM TO PERMIT 20160021 CHANGES MADE TP PV 5; REMOVED 125 A LOAD CENTER	2/3/2016	639 Garcia St
20160037	329(b) INSTALL 14 PV PANELS; ROOF MOUNT: COMP; 3.64 KW	2/3/2016	163 Elm Ave
20160038	437(a) PG&E POWER POLE	2/3/2016	1297 Oller St
20160039	434(a) RE ROOF TEAR OFF 100 SQ FT	2/8/2016	1054 Pucheu St
20160040	329(b) SOLAR P.V 2.24 KW	2/8/2016	231 Santa Cruz St
20160041	329(b) SOLAR ROOF MOUNT 4.94 KW	2/8/2016	843 Quince St
20160042	329(b) INSTALL 18PV PANELS; ROOFMOUNT: COMP; 4.68 KW	2/9/2016	1137 Pucheu St
20160043	329(b) INSTALL 23PV PANELS; ROOF MOUNT: COMP; 5.98KW	2/9/2016	142 Elm Ave
20160044	329(b) SOLAR INSTALL 4.16 KW (16 PANELS)	2/9/2016	461 Rio Frio St
20160045	329(b) INSTALL 14PV PANELS; ROOFMOUNT: COMP; 3.64 KW	2/17/2016	619 Peach Ave

Report Run Date: 2/19/2016

Report Run By: cristiang

**City of Mendota**

**Permits Issued**

Report Date Range : 01/15/2016 to 02/28/2016

<b>Permit #</b>	<b>Type of Permit</b>	<b>Date Issued</b>	<b>Job Address</b>
20160046	329(b) INSTALL 25PV PANELS; ROOFMOUNT: COMP; 6.5 KW	2/17/2016	611 Peach Ave
20160047	329(b) INSTALL 13 V PANELS; ROOFMOUNT: COMP; 3.38 KW	2/17/2016	643 Peach Ave
20160048	329(b) INSTALL 9 PV PANELS; ROOFMOUNT: COMP; 2.34 KW	2/17/2016	603 Peach Ave
20160049	329(b) INSTAL 30PV PANELS; ROOFMOUNT: COMP; 7.8 KW	2/17/2016	610 Peach Ave

**Total Number of Permits List**                      25