



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 April 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 regular City Council meeting of March 22, 2016.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. MARCH 18, 2016 THROUGH APRIL 06, 2016
WARRANT LIST CHECKS NO. 40743 THRU 40824
TOTAL FOR COUNCIL APPROVAL = \$378,880.40
2. Proposed adoption of **Resolution No. 16-25**, adopting a voluntary drug and alcohol testing policy for City elected and appointed officials.
3. Proposed adoption of **Resolution No. 16-26**, approving the transfer of Fund 24 – Donation Fund [Explorers Program Funds] to the Mendota Community Corporation.
4. Proposed adoption of **Resolution No. 16-27**, authorizing the City Manager to execute a contract with Giersch and Associates for the design of the Lozano Lift Station modification.
5. Proposed adoption of **Resolution No. 16-28**, approving to hold two Special City Council meetings to consider the budget for Fiscal Year 2016-2017.

BUSINESS

1. Council discussion and consideration of the membership and frequency of the Public Safety Sub-Committee meetings.
 - a. *Inquiries from Council to staff*
 - b. *Mayor opens floor to receive any comment from the public*
 - c. *Council provides direction to staff on how to proceed*
2. Introduction of **Ordinance No. 16-04**: An Ordinance of the City Council of the City of Mendota, California, Amending Sections 13.32.020 and 13.32.050, and Adopting New Section 13.32.065 of the Mendota Municipal Code, and Give First Reading, by Title only, with Second Reading waived.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens the hearing to the public*

3. Introduction 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.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Council continue item to April 26, 2016, Regular City Council Meeting*

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

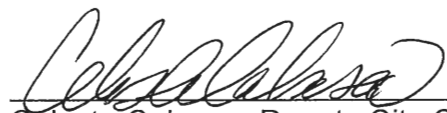
CLOSED SESSION

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

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 April 12, 2016, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, April 8, 2016 at 2:50 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

March 22, 2016

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

Roll Call

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Sergio Valdez (at 6:09 p.m.), Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio.

Council Members Absent: None.

Flag salute led by Mayor Silva.

Invocation led by Arturo Montejano from the Iglesia Lugar de Refugio.

FINALIZE THE AGENDA

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

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

PRESENTATIONS

1. **Proclamation No. 16-01:** Honoring Candelaria "Candie" Caro.

Deputy City Clerk Cabrera read the proclamation into the record.

Council thanked Ms. Caro for her hard work and dedication to the community.

Ms. Caro thanked the City Council for the recognition.

2. **Proclamation No. 16-02:** Declaring the Week of March 20-26th as “Safe Place Week” in Mendota.

Deputy City Clerk Cabrera read the proclamation into the record.

Mayor Silva introduced Ramiro Espinoza with the Mendota Boys & Girls Club.

Ramiro Espinoza (Boys & Girls Club) – thanked the City Council on behalf of Joe Martinez with Fresno County EOC Sanctuary and Youth Services and extended an invitation to the Safe Place Partner Dedication at Mendota Boys & Girls Club on March 23rd.

A motion was made to adopt Proclamation Nos. 16-01 and 16-02 by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (5 ayes).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Dino Perez (Westside Youth Inc. [WSY]) – reported on the upcoming youth football camp and the cub scouts program.

Discussion was held on when the WSY Farmers Market would begin (6:24 p.m. Councilor Amador left the Council Chambers and returned at 6:25 p.m.).

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Special City Council meeting of March 8, 2016 and the Special Joint Meeting of the Mendota City Council and the Mendota Unified School District Board of Trustees of March 9, 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 Castro; unanimously approved (4 ayes, abstain: Riofrio).

CONSENT CALENDAR

1. MARCH 08, 2016 THROUGH MARCH 16, 2016
WARRANT LIST CHECKS NO. 40689 THRU 40742
TOTAL FOR COUNCIL APPROVAL = \$657,913.63
2. Proposed adoption of **Resolution No. 16-14**, adopting the revised City of Mendota Personnel Rules.

3. Proposed adoption of **Resolution No. 16-20**, approving the Final Map of Tract No. 6111 and entering into a subdivision agreement.
4. Proposed adoption of **Resolution No. 16-23**, terminating the contract with Acquisition Partners of America for grant writing services.
5. Proposed adoption of **Resolution No. 16-24**, intention to initiate an amendment to the City's General Plan, modifying the land use designation and City zoning map relating to Fresno County Assessor's Parcel Nos. 013-141-02S and 013-152-27S.

Requests to pull items 2 and 4 for discussion were made.

A motion was made to approve items 1, 3, and 5 of the Consent Calendar by Councilor Castro, seconded by Councilor Amador; unanimously approved (5 ayes).

2. Proposed adoption of **Resolution No. 16-14**, adopting the revised City of Mendota Personnel Rules.

Discussion was held on whether both employee unions agreed with the revised Personnel Rules; staff meeting with AFSCME representatives on multiple occasions; various attempts that were made to contact the Mendota Police Officer's Association; eliminating the Personnel Board; and the disciplinary action appeal process that will replace the Personnel Board.

Gage Dungy (Liebert, Cassidy, Whitmore) – explained the process for appealing disciplinary action including that the hearing officer will be from an outside agency.

Discussion was held on whether employees that possess a Class A CDL are subject to drug and alcohol testing.

A motion was made to approve item 2 of the consent calendar by Councilor Castro, seconded by Councilor Riofrio; approved (4 ayes, no: Valdez).

4. Proposed adoption of **Resolution No. 16-23**, terminating the contract with Acquisition Partners of America for grant writing services.

John Quiring (Acquisition Partners of America [APA]) - stated that APA wanted to carry on grant writing services; offered suggestions to improve the services that APA provides to the City; reported on important grants that are currently pending; and reported on the possibility of APA continuing to provide grant writing services to the City for a period of 30-90 days with a reduction of fees.

Discussion was held on why the City was not receiving grants that other disadvantaged communities were receiving; the sensitivity that the City has towards Prop 1 funding; various grants that are currently pending; the amount of monthly fees that the City pays

to APA; continuing the relationship between the City and APA for a period of time in order to complete grants that are currently pending; and APA providing a monthly report to the City every 30 days.

A motion was made to remain in contract with APA for a 60 day period and to direct to meet with APA to discuss a possible reduction of contract costs by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (5 ayes).

3. Proposed adoption of **Resolution No. 16-20**, approving the Final Map of Tract No. 6111 and entering into a subdivision agreement.

Discussion was held on the item being related to phase 6 of the Las Palmas subdivision; the ongoing negotiations with the developer for park improvements; the proposed Rojas-Pierce Park expansion layout design that was provided to the City; creating a development agreement; the costs associated with the Rojas-Pierce Park improvements; ensuring that enough parking is available; and the associated provisions of a new ponding basin.

BUSINESS

1. Council receive status report on state mandated emergency water reduction regulation order.

Mayor Silva introduced the item and Public Utilities Director Lewis summarized the report including that the City did not achieve its state mandated water reduction goal and the various options that are available to achieve the goal.

Discussion was held on waiting to see how much water will be allocated to the Cities; the probable water allocations that farmers will receive this year; the amount of water capacity that the state has; the amount of water that the City has saved; and ensuring that the City obeys water conservation regulations.

A motion was made to direct staff to create an ordinance to modify water conservation regulations by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (5 ayes).

PUBLIC HEARING

1. Proposed adoption of **Resolution No. 16-21**, adopting the negative declaration prepared in conjunction with the 2015-2023 Housing Element, and **Resolution No. 16-22**, approving the General Plan amendment adopting the 2015-2023 Housing Element.

Mayor Silva introduced the item and City Planner O'Neal summarized the report including that the Housing Element is a component of the General Plan; the Department of Housing and Community Development (HCD) reviewed the Multi-Jurisdictional

Housing Element (MJHE) and provided numerous comments; the City participating in the 5th cycle with the County of Fresno and numerous other jurisdictions; the various components of the MJHE; the City being the last of participating Fresno County agencies to adopt the MJHE; the negative declaration document associated with the MJHE; and various policies and programs that are included in the MJHE that the City has to implement in order to ensure that the City is facilitating and endorsing housing developments with the City.

At 7:28 p.m. Mayor Silva opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

Ted Holzem (Mintier Harnish) - reported on the various jurisdictions included in the MJHE (7:29 p.m. Councilor Castro left the Council Chambers); the different portions of the MJHE; the Regional Housing Needs Assessment (RHNA); the City meeting RHNA requirements; the comments that the HCD made on the MJHE; various revisions that were made to the MJHE; the different programs that the HCD requested to be implemented; and the timeline of the adoption of the HCD.

Discussion was held on whether the City has enough water and sewer capacity to accommodate new housing developments.

A motion was made to adopt Resolution No. 16-21 by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (5 ayes).

A motion was made to adopt Resolution No. 16-22 by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (5 ayes).

2. Proposed adoption of **Ordinance No. 16-02**, repealing Chapter 9.05 (Excessive Noise) of the Mendota Municipal Code and Adopting New Chapter 9.05 (Noise Control), and give Second Reading, by Title only, with further reading waived.

Mayor Silva introduced the item and Deputy City Attorney Helsley requested that the Council make a motion to waive the second reading of the ordinance and hold a public hearing.

A motion was made to waive the second reading of Ordinance No. 16-02 by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (5 ayes).

At 7:43 p.m. Mayor Silva opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made to adopt Ordinance No. 16-02 by Councilor Riofrio, seconded by Councilor Castro; unanimously approved (5 ayes).

3. Proposed adoption of **Ordinance No. 16-03**, (A) Repealing Chapter 8.20 (Weeds, Rubbish, and/or Nuisance Abatement), Chapter 2.24 (Trash and Junk), and Chapter 8.28 (Public Nuisance) of the Mendota Municipal Code and (B) Adopting Chapter 8.20 (Public Nuisance Abatement), and Give Second Reading, by Title only, with further reading waived.

Mayor Silva introduced the item and Deputy City Attorney Helsley requested that the Council make a motion to waive the second reading of the ordinance and hold a public hearing.

A motion was made to waive the second reading of Ordinance No. 16-03 by Mayor Pro Tem Valdez, seconded by Councilor Castro; unanimously approved (5 ayes).

At 7:57 p.m. Mayor Silva opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made to adopt Ordinance No. 16-03 by Councilor Riofrio, seconded by Councilor Castro.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Public Works
 - a) Monthly Report

Council welcomed back Public Utilities Director Lewis and Finance Director Marquez. Discussion was held on a section of Quince Street in which the road is uneven; City crews attempting to identify the cause; the party that is responsible to fix the road; the timeline of the City-wide Street Light Retrofit; and the status of Rojas-Pierce park repairs.

2. City Attorney
 - a) Update

Deputy City Attorney Helsley reported on an upcoming Central Valley Regional Water Quality Control Board meeting in which the human right to water will be discussed.

Discussion was held on the impact that human right to water will have on state mandated water reduction regulations.

3. City Manager

Nothing to report.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
Council reports

Councilor Castro inquired on the Mendota Youth Recreation (MYR) Easter Egg Hunt event.

Discussion was held on the MYR Easter Egg Hunt event and the various organizations that will be in attendance.

Councilor Castro inquired on the possibility of upgrading utility bill payment methods.

Discussion was held on having staff look into the costs associated with upgrading payment methods.

Councilor Riofrio reported on the labor force of the community.

2. Mayor

Mayor Silva reported that he was appointed to the San Joaquin Valley Water Infrastructure Authority (SJVWIA); various meeting that the SJVWIA Board will be attending in Sacramento; and the possibility of removing a Commissioner from the Planning Commission due to comments that were made on social media.

Discussion was held on the possibility of the individual's comments being considered freedom of speech and placing the issue at a future City Council meeting agenda for discussion.

Councilor Castro inquired on changing the frequency of the Public Safety Sub-Committee meetings and appointing new members.

Discussion was held on placing the issue at a future City Council meeting agenda for discussion.

Councilor Riofrio reported on considering being a member of a West Hills bond oversight committee and that he will attend an upcoming meeting.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Pursuant to Paragraph (2) of subdivision (d) of Section 54956.9 ([1] potential case).

At 8:29 p.m. the Council moved into closed session.

At 8:41 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.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:41 p.m. by Mayor Pro Tem Valdez, seconded by Councilor Riofrio; unanimously approved (5 ayes).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
 CASH DISBURSEMENTS
 3/18/2016-4/6/2016
 Check #40743 - 40824

| Date | Check # | Amount | Vendor | Department | Description |
|----------------|---------|-------------|--------------------------------------|----------------------------|---|
| March 18, 2016 | 40743 | \$566.77 | A1 JANITORIAL SUPPLY | SEWER | (5) ALL PURPOSE CITRUS LIFT STATION DEGREASER |
| March 18, 2016 | 40744 | \$124.47 | ALERT-O-LITE | STREET | 8 TON PINTLE HITCH 2" BALL T/S |
| March 18, 2016 | 40745 | \$794.08 | AMERITAS GROUP | GENERAL | VISION INSURANCE FOR APRIL 2016 |
| March 18, 2016 | 40746 | \$309.42 | COLONIAL LIFE | GENERAL | COLONIAL LIFE INSURANCE FOR FEBRUARY 2016 |
| March 18, 2016 | 40747 | \$6,608.30 | STANTEC CONSULTING SERVICES INC. | SEWER | GROUNDWATER SAMPLING AND REPORTING |
| March 18, 2016 | 40748 | \$3,797.50 | PREMIER ACCESS | GENERAL | DENTAL INSURANCE FOR MARCH 2016 |
| March 18, 2016 | 40749 | \$40.00 | RAMON'S TIRE & AUTO SERVICE | GENERAL | TIRE WHEEL SWITCH AND BALANCE UNIT# 81 (PD) - TIRE REPAIR AND WHEEL BALANCE UNIT# M80 (PD) |
| March 21, 2016 | 40750 | \$380.14 | AFLAC | GENERAL | AFLAC INSURANCE FOR MARCH 2016 |
| March 21, 2016 | 40751 | \$6,118.89 | COUNCIL OF FRESNO | GENERAL | MULTI-JURIS HOUSING ELEMENT MJHEU-05 |
| March 21, 2016 | 40752 | \$52.08 | FUTURE FORD OF CLOVIS | GENERAL | OIL AND FILTER CHANGE, ROTATE TIRES, INSPECT BRAKES AND TIRES, BATTERY TEST, INSPECT AIR AND CABIN FILTERS (PD) |
| March 21, 2016 | 40753 | \$375.00 | MOORE TWINING ASSOCIATION | WATER | (5) REGISTRATION FEE - CERTIFIED WA SAMPLING CLASS |
| March 21, 2016 | 40754 | \$1,209.82 | MUTUAL OF OMAHA | GENERAL | LIFE/AD&D/LTD&STD INSURANCE FOR MARCH 2016 |
| March 21, 2016 | 40755 | \$17,717.74 | PG&E | GENERAL-WATER-STREET-SEWER | CITY WIDE WATER UTILITIES FOR 02/08/2016 - 03/15/2016 |
| March 21, 2016 | 40756 | \$3,888.62 | PREMIER ACCESS | GENERAL | DENTAL INSURANCE FOR APRIL 2016 |
| March 22, 2016 | 40757 | \$86,865.00 | WESTAMERICA BANK | GENERAL | PAYROLL TRANSFER 03/07/2016 - 03/20/2016 |
| March 24, 2016 | 40758 | \$22,753.19 | BLUE SHIELD OF CALIFORNIA | GENERAL | MEDICAL INSURANCE FOR APRIL 2016 |
| March 24, 2016 | 40759 | \$1,186.25 | CLEAR CHOICE COMPUTER SERVICES | GENERAL-WATER-SEWER | SET UP MAYOR SILVA'S EMAIL INBOX, MR. MARQUEZ AND CHIEF'S LAPTOP, WORKSTATION FOR CRISTIAN AND OPHELIA'S SCANNER |
| March 24, 2016 | 40760 | \$211.00 | HORIZON ENVIRONMENTAL INC. | GENERAL | REIMBURSEMENT FOR BUSINESS LICENSE OVERPAYMENT |
| March 24, 2016 | 40761 | \$1,223.45 | OFFICE DEPOT | GENERAL-WATER-SEWER | PAPER, MOUSE, KEYBOARD, PENS & PENCILS (CITY HALL), TONER CATRIDGE AND BINDER CLIPS (PD) |
| March 24, 2016 | 40762 | \$167.47 | ROBERT SILVA | GENERAL | MILEAGE REIMBURSEMENT AND PER DIEM FOR JPA MEETING IN SACRAMENTO ON 03/29/2016 THROUGH 03/30/2016 |
| March 29, 2016 | 40763 | \$469.75 | RESCUE ESSENTIALS | GENERAL | (6)BOX OF 5 QUIKLOT 1ST RESPONSE 25GM SPONGE (12)4 TRAUMA BANDAGE (6)HALO CHEST SEAL (6)CPR POCKET MASK WITH ALCOHOL WIPE&GLOVE(PD) |
| March 31, 2016 | 40764 | VOID | | | |
| March 31, 2016 | 40765 | VOID | | | |
| March 31, 2016 | 40766 | \$1,750.00 | ACQUISITION PARTNERS OF AMERICA, LLC | GENERAL-WATER-SEWER | MONTHLY RETAINER GRANT CONSULTING - MARCH 2016 |

CITY OF MENDOTA
CASH DISBURSEMENTS
3/18/2016-4/6/2016
Check #40743 - 40824

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|----------------|-------|-------------|-------------------------------|-------------------------------------|--|
| March 31, 2016 | 40767 | \$1,500.00 | ADMINISTRATIVE SOLUTIONS, INC | GENERAL | MEDICAL CHECK RUN 03/23/2016 |
| March 31, 2016 | 40768 | \$166.84 | ADT SECURITY SERVICES | GENERAL | SECURITY SERVICES FOR ROJAS PIERCE CONCESSION STAND 04/01/2016-06/30/2016 |
| March 31, 2016 | 40769 | \$236.15 | ALEX AUTO DIAGNOSTICS & SMOG | GENERAL-WATER-SEWER | 2007 CHEVROLET SILVERADO/PUBLIC WORKS OIL CHANGE, REPAIR COOLANT LEAK, BASIC SAFETY INSPECTION. |
| March 31, 2016 | 40770 | \$46,936.65 | AVISON CONSTRUCTION, INC. | STREET | MENDOTA ELEMENTARY PEDESTRIAN IMPROVEMENT PROJECT |
| March 31, 2016 | 40771 | \$41.00 | ROLANDO CASTRO | GENERAL | EXPENSE REIMBURSEMENT FOR PARKING FOR THE WELL CONFERENCE ON 03/04/2016 |
| March 31, 2016 | 40772 | \$80.13 | COMCAST | GENERAL-WATER-SEWER | XFINITY TV FOR 03/26/2016 THROUGH 04/25/2016 |
| March 31, 2016 | 40773 | \$350.00 | COMMUNITY MEDICAL CENTER | GENERAL | (3) LEGAL BLOOD DRAWS FOR FEBRUARY 2016 (PD) |
| March 31, 2016 | 40774 | \$625.52 | CORBIN WILLITS SY'S INC. | GENERAL-WATER-SEWER | ENHANCEMENT SERVICES FOR MOM SOFTWARE APRIL 2016 |
| March 31, 2016 | 40775 | \$600.00 | D & D DISPOSAL INC. | GENERAL | ANIMAL DISPOSAL - ON CALL PICKUP 03/16/2016 2 FULL FREEZER PICKUPS @ PUBLIC WORKS |
| March 31, 2016 | 40776 | \$1,061.59 | EINERSON'S PREPRESS | GENERAL-WATER-SEWER | PRINTING OF 20,000 LH WINDOWS / BLACK INK FACE ONLY ENVELOPES PLUS UPS GROUND SHIPPING |
| March 31, 2016 | 40777 | \$335.49 | HARDWARE DISTRIBUTION | STREET | 200 GALLON TANK TO REPLACE THE LEAKING TANK ON THE CITY'S RIGHT OF WAY WEED SPRAYER. |
| March 31, 2016 | 40778 | \$319.31 | HAWKEPAKS.COM, INC. | GENERAL | (6) CUSTOM VEST EMS-2 BASE WITH COMPLETE VELCRO FRONT, 1 AR POUCH AND 1 2 UP PISTOL MAG POUCH ON THE BACK, ELASTIC |
| March 31, 2016 | 40779 | \$61.33 | JORGENSEN & COMPANY | GENERAL-WATER-SEWER | FIRE EXTINGUISHER ANNUAL MAINTENANCE @ PUBLIC WORKS |
| March 31, 2016 | 40780 | \$340.00 | KERWEST INC. DBA | GENERAL | (8) LEGAL ADVERTISING OF PUBLIC HEARING ON 03/22/2016 (9) LEGAL ADVERTISING OF PUBLIC HEARING ON 03/22/2016 |
| March 31, 2016 | 40781 | \$2,108.50 | MID VALLEY DISPOSAL, INC. | REFUSE-STREET | (3) 10Y ROLL OF EXCHANGE (1) 30Y ROLL OF EXCHANGE |
| March 31, 2016 | 40782 | \$1,205.60 | MUNIQUIP LLC | WATER | (2)MECHANICAL SEAL (2)MECHANICAL SEAL GLAND (2)SEAL GLAND GASKET FOR #1 AND #2 JOCKEY PUMPS AT WATER PLANT |
| March 31, 2016 | 40783 | \$1,159.30 | MUTUAL OF OMAHA | GENERAL | LIFE/AD&D/LTD&STD INSURANCE FOR APRIL 2016 |
| March 31, 2016 | 40784 | \$1,597.28 | NORTHSTAR CHEMICAL | WATER | 830G FO SODIUM HYPOCHLORITE FOR WATER TREATMENT PLANT |
| March 31, 2016 | 40785 | \$24,028.82 | PG&E | GENERAL-WATER-AVIATION-STREET-SEWER | CITY WIDE UTILITIES FOR 02/17/2016 THROUGH 03/16/2016 |
| March 31, 2016 | 40786 | \$466.40 | PITNEY BOWES INC. | GENERAL-WATER-SEWER | (3) INK CARTRIDGE |
| March 31, 2016 | 40787 | \$991.99 | PURCHASE POWER | WATER-SEWER | POSTAGE METER REFILL 03/13/2016 |
| March 31, 2016 | 40788 | \$2,086.08 | R&B COMPANY | WATER | (4)SHUT OFF VALVES FOR METERS 1 BALL CURB STOP, WATER METER INSERTS AND 1" SENSUS SR11 WATER METER RDG USG,LINE REDUCERS FOR |
| March 31, 2016 | 40789 | \$154.55 | SIRCHIE | GENERAL | (5) METHAMPHETAMINE TEST (3)BOX SEALING TAPE (PD) |
| March 31, 2016 | 40790 | \$309.52 | UNION PACIFIC RAILROAD COMPAY | STREET | LEASE: PUBLIC ROADWAY 10TH & MARIE; MARIE STREET ENCROACHMENT, N OF BELMONT AVENUE |
| March 31, 2016 | 40791 | \$1,000.00 | TOWNSEND PUBLIC AFFAIRS, INC. | GENERAL | 1K FEE WRITE AND RE-SUBMISSION OF LETTER OF INTENT TO THE CALIFORNIA WELLNESS FOUNDATION-GRANT REIMBURSABLE (PD) |

CITY OF MENDOTA
CASH DISBURSEMENTS
3/18/2016-4/6/2016
Check #40743 - 40824

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|----------------|-------|-------------|-------------------------------------|----------------------------|--|
| March 31, 2016 | 40792 | \$72.18 | UNIFIRST CORPORATION | GENERAL-WATER-SEWER | MONTHLY WET & DRY MOP, TOWELS, CLOTHS AND RUG FOR MARCH 2016 |
| March 31, 2016 | 40793 | \$430.38 | VETERINARY MEDICAL CENTER | GENERAL | BALANCE FROM INVOICE 213156 CHECK # 040391, (19) CITY EUTHANASIA (2)MEDICAL WASTE DISPOSAL FEE |
| March 31, 2016 | 40794 | \$542.81 | VULCAN MATERIALS COMPANY | STREET | COLD MIX STREET REPAIRS |
| March 31, 2016 | 40795 | \$92.96 | WECO | GENERAL-WATER-SEWER | (1)GAS OXYGEN 20CF (1)GAS ACETYLENE #"MC" 8CF (2)ACETYLENE #4 (4)OXYGEN D & K RENTALS MARCH 2016 |
| March 31, 2016 | 40796 | \$350.00 | WESTERN MOBILE GLASS | GENERAL | WINDSHIELD (ACOUSTIC INTERLAYER, SOLAR CONTROLLED), LABOR (2.3 HOURS), ADHESIVE (2.0 URETHANE,DAM,PRIMER) UNIT M91 (PD) |
| April 5, 2016 | 40797 | \$81,682.91 | CITY OF MENDOTA PAYROLL | GENERAL | PAYROLL TRANSFER 03/21/2016 THRU 04/03/2016 |
| April 6, 2016 | 40798 | \$325.00 | ALL VALLEY ADMINISTRATORS, LLC | GENERAL-WATER-SEWER | 2ND QUARTER 2016 RETIREMENT PLAN ADMINISTRATION |
| April 6, 2016 | 40799 | \$568.44 | AUTOMATED OFFICE SYSTEMS | GENERAL | MAINTENANCE CONTRACT FOR COPY MACHINE RICOH MPC3503 (PD) & MPC5501 (CITY HALL) FOR MARCH 2016 |
| April 6, 2016 | 40800 | \$350.00 | BAR PSYCHOLOGICAL GROUP | GENERAL | POST PRE-EMPLOYMENT PSYCHOLOGICAL ASSESSMENT FOR JOSE J. ARCIGA (PD) |
| April 6, 2016 | 40801 | \$51.92 | BEST UNIFORM | GENERAL | (1) POLO, SS, 5.11 DK NAVY WITH (1) EMB LOGO ON POLO AND (1) EMB NAME ON LOGO FOR K. CORONADO |
| April 6, 2016 | 40802 | \$783.00 | BSK ASSOCIATES | WATER-SEWER | WATER SAMPLING |
| April 6, 2016 | 40803 | \$1,800.00 | CALPERS | GENERAL-WATER-SEWER | ADMINISTRATIVE FEE-NEW CONTRACTING AGENCY |
| April 6, 2016 | 40804 | \$309.42 | COLONIAL LIFE | GENERAL | COLONIAL LIFE INSURANCE FOR MARCH 2016 |
| April 6, 2016 | 40805 | \$992.00 | DAVID A. FIKE, ATTORNEY AT LAW | GENERAL | PROFESSIONAL SERVICES FOR MARCH 2016 |
| April 6, 2016 | 40806 | \$434.00 | FRESNO MOBILE RADIO INC. | GENERAL | (31) POLICE DEPARTMENT RADIOS FOR MARCH 2016 (PD) |
| April 6, 2016 | 40807 | \$570.00 | GONZALEZ TRANSPORT, INC. | WATER | TRANSPORT FROM GRANITE CONSTRUCTION IN COALINGA TO THE MENDOTA WATER TREATMENT PLANT ON 04/04/2016 & 04/05/2016 |
| April 6, 2016 | 40808 | \$1,114.34 | GUTHRIE PETROLEUM INC | GENERAL-SEWER-STREET | (55) 15/40 M/O AND USED OIL FEE, (5) CHEV. 6ST OIL 32, (70) CHEV. 6EAR COMP 220 AND CA USED OIL FEE, (10) GST OIL 32 |
| April 6, 2016 | 40809 | \$789.08 | MENDOTA SMOG & REPAIR | GENERAL-WATER-SEWER | UNLOCK VEHICLE (C.ENFORCEMENT), OIL CHANGE & FULL INSPECTION (A.CONTROL), DIAGNOSTIC, OIL CHANGE & REPAIRS (WATER PLANT) |
| April 6, 2016 | 40810 | \$327.99 | NISSAN MOTOR ACCEPTANCE CORPORATION | GENERAL-WATER-SEWER | MONTHLY LEASE PAYMENT 2015 NISSAN FOR APRIL 2016 |
| April 6, 2016 | 40811 | \$22,002.40 | PROVOST & PRITCHARD | GENERAL | LAS PALMAS(PASS-THRU)PROF SERVICES FOR OCTOBER/2015, MCDONALDS & AUTOZONE(PASS-THRU)PROF SERVICES JANUARY/2016 |
| April 6, 2016 | 40812 | \$36.00 | SAN JOAQUIN VALLEY AIR | GENERAL-WATER-SEWER | PERMIT FEES DUE TO OPERATE(PUBLIC WORKS)BILLING PERIOD 06/01/2016 TO 05/31/2017 GASOLINE DISPENSING OPERATION |
| April 6, 2016 | 40813 | \$2,180.65 | SHAPE INCORPORATED | STORN DRAIN | STORM DRAIN PUMP INVERTER AND ALARM LIGHT AT 2ND & NAPLES |
| April 6, 2016 | 40814 | \$1,468.00 | SORENSEN MACHINE WORKS | GENERAL-WATER-SEWER-STREET | MULTI-DEPARTMENT SUPPLIES FOR MARCH 2016 (STREETS)GLOVES,MASK,OIL,BATTERY (PARKS)PAINT,TOWELS,SCREWS |
| April 6, 2016 | 40815 | \$1,366.00 | BOARD OF EQUALIZATION | GENERAL-WATER-SEWER | 2015 USE TAX RETURN (SALES TAX) |
| April 6, 2016 | 40816 | \$2,655.15 | BANKCARD CENTER | GENERAL | CREDIT CARD EXPENSES 02/25/2016-03/24/2016 AMAZON, CDW DIRENT, AMERICAN PUBLIC UNIVERSITY, SHOPLET |

CITY OF MENDOTA
 CASH DISBURSEMENTS
 3/18/2016-4/6/2016
 Check #40743 - 40824

| | | | | | |
|---------------|--------------|---------------------|-----------------------------------|---------------------|--|
| April 6, 2016 | 40817 | \$490.31 | TCM INVESTMENTS | GENERAL-WATER-SEWER | LEASE PAYMENT FOR COPY MACHINE MPC5501 FOR APRIL 2016 (CITY HALL), LEASE PAYMENT FOR COPY MACHINE MPC3503 FOR APRIL 2016 (PD) |
| April 6, 2016 | 40818 | \$1,602.16 | VERIZON WIRELESS | GENERAL-WATER-SEWER | CITY & PD CELL PHONES FOR FEBRUARY 07 THRU MARCH 06, 2016 AND MONTHLY SERVICE GPS FLEET VEHICLES FOR JANUARY 2016 |
| April 6, 2016 | 40819 | \$10,372.31 | WANGER JONES HELSLEY PC ATTORNEYS | GENERAL-WATER-SEWER | LEGAL SERVICES REGARDING GENERAL LEGAL SERVICES, LEGAL SERVICES REGARDING SPECIAL LEGAL SERVICES AND LEGAL SERVICES REGARDING |
| April 6, 2016 | 40820 | \$150.00 | TOMAS AVILA | WATER | MQ CUSTOMER REFUND FOR AVI0022 |
| April 6, 2016 | 40821 | \$150.00 | RAFAEL CEJA | WATER | MQ CUSTOMER REFUND FOR CEJ0016 |
| April 6, 2016 | 40822 | \$150.00 | JOE GOMEZ | WATER | MQ CUSTOMER REFUND FOR GOM0110 |
| April 6, 2016 | 40823 | \$150.00 | BEATRICE LUEVANO LANE | WATER | MQ CUSTOMER REFUND FOR LAN0007 |
| April 6, 2016 | 40824 | \$150.00 | PEDRO RODRIGUEZ | WATER | MQ CUSTOMER REFUND FOR ROD0077 |
| | TOTAL | \$378,880.40 | | | |

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CHARLES W. JOHNSON, DIRECTOR OF ADMINISTRATIVE SERVICES
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CITY COUNCIL REQUEST TO CONSIDER VOLUNTARY DRUG TESTING PROGRAM FOR COUNCIL AND COMMISSION/COMMITTEE, AND BOARD MEMBERS
DATE: APRIL 12, 2016

ISSUE

Should the City Council approve Resolution No. 16-25 authorizing a voluntary drug testing program for Council, Commission/Committee, and Boards Members?

ANALYSIS

On March 22, 2016, the City Council directed that staff develop a voluntary drug-testing program for City Council and Commission/Board Members. Staff analysis revealed that both the U.S. Supreme Court and the California Supreme Court have weighed in and found unequivocally that suspicionless drug testing may not be mandated for elected officials, since they do not occupy high risk, safety sensitive positions or engage in high risk law enforcement related activities. Therefore, the courts have held there is no compelling governmental interest which would outweigh Constitutional search/privacy protections.

With that being said, the City Council can establish a process for Council Members and other officials appointed by the Council that serve on Commissions, Boards and Committees to voluntarily submit to a drug testing program. Although the Council can request that elected and appointed officials be tested, it cannot attach any type of penalty or stigma should they decline to do so. Furthermore, the Council cannot require the appointed or elected officials to disclose the results or any test to them or any other person. Finally, unless they agree to waive their privacy rights, the fact that a Member either agreed or refused to be tested cannot be publicly disclosed. So long as the Members voluntarily agree to take the test, volunteer to publicly disclose that they were (or were not) tested, and volunteer to publicly disclose the results, no privacy rights or Fourth Amendment violations are implicated.

Attached is a draft voluntary drug testing policy for Council's consideration. This policy has been modeled after the policy developed in the City of Burbank. This program would cover testing for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). Additionally, the program provides for alcohol above the legal limit for operating a motor vehicle. There would be two new testing pools formed – one for Council Members and one for Board/Commission Members. The names of two Council Members a number of

Board/Commission Members (this needs to be determined) would be selected randomly for testing once every three months. Members who are selected but were testing in the prior three months shall be passed over and another name selected. Following this procedure would ensure that all Members would be tested at least once each year. This testing can be done more or less frequently. The drug testing process in all of its component parts must be a truly voluntary process, with an opportunity at each stage to agree or not agree to submit to the test and the release of information relating to this process.

In addition to what is proposed, the City Council may want to consider the following questions/alternatives:

- a) Whether to expand the list of drugs to a 10 panel survey (includes testing for 5 additional categories of drugs including Barbiturates, Benzodiazepine, Methadone, Propoxphene, Matthaqualone). With this test, legally prescribed drugs show up as positives.
- b) Whether to assign a different day of the week for testing (Tuesday/Council Meeting day was chosen as potentially the most practical for Council Members)
- c) If voluntarily disclosed, what form should the disclosure take (e.g. a written document, form from testing laboratory, etc.)?

FISCAL IMPACT

Pending selection of vendor for examination of cost.

RECOMMENDATION

As this is a City Council policy issue that applies only to City elected or appointed officials, no staff recommendation is forwarded.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ADOPTING A
VOLUNTARY DRUG AND ALCOHOL TESTING
POLICY FOR CITY COUNCIL, BOARDS,
COMMISSIONS AND COMMITTEES**

RESOLUTION NO. 16-25

WHEREAS, the City of Mendota has a legal responsibility and a management obligation to ensure a safe work environment; and

WHEREAS, the City Council has directed staff to develop a voluntary drug-testing program for City Council, Commission, Board, and Committees; and

WHEREAS, the City Council desires to protect the safety and the welfare of its employees and its citizens against elected and/or appointed officials who may be using illegal or non-prescription drugs in such a manner as to endanger fellow employees of the City and/or citizens;

WHEREAS, the City Council has determined that the needs of safety and health and welfare of its officials and the need of the City's employees to project a favorable image to all citizens whom they serve will be best served, if drug testing screening procedures and policies are established to test and screen the City's elected and appointed officials who may be using such illegal drugs;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mendota approves and adopts the City Council – City Committee and Commissions Drug and Alcohol Testing Policy as shown in Exhibit A, attached hereto and incorporated for all intents and purposes.

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 April, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

EXHIBIT A

City Council – City Committee and Commissions Drug and Alcohol Testing Policy

I. STATEMENT:

In its efforts to maintain a drug free workplace the City of Mendota has implemented several programs to meet this objective. In keeping with these policies, this policy establishes a process for random drug and alcohol testing of all members of the City Council, and of all City Boards, Commissions, and Committees appointed by the City Council. Due to legal considerations, participation in this policy is voluntary.

II. DEFINITION:

For purposes of this policy, the following definitions shall apply:

“City Council Member” shall include those members elected at large by the qualified voters of the City, those members elected by special election to fill a vacancy and those members appointed by the remaining members of the City Council to fill a vacancy.

“Commission, Boards or Committee Members” shall include all members defined in section 2.32.010 – *Appointment* of the Mendota Municipal Code.

“Controlled substance” refers to the following illegal drugs as defined in the California Health and Safety Code: marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

III. PROCEDURE:

A. Random Selection of Members for Testing

1. The names of the members of the City Council and all Committee Boards and Commissions shall be entered into a commercially available computer program designed to randomly select individuals for testing. The City Council's pool shall be separate from the currently existing pool of City employees required to be drug tested pursuant to Department of Transportation mandates and separate from the Commission and Committee Member pool. Members will be added or deleted to these pools according to the start and end dates of their terms.
2. Testing of each pool shall be done once every third month beginning one month after the adoption of this policy. Two members shall be randomly selected from the Council pool, and two members from the Committee pool each time for testing. Any member who has been selected for testing within the previous third

EXHIBIT A

- month period shall be passed and another name randomly selected.

3. Selection and testing shall occur only on a day on which a regular City Council meeting is scheduled. Members who are selected by the program will be notified by 11:00 AM on the day they are selected that they have been selected for testing and the location of the designated testing facility. If they choose to voluntarily submit to the testing, they will have until two (2) hours prior to the commencement of the City Council meeting on that day to report to the City designated testing facility to submit to a blood or urine test.
4. By volunteering to submit to the drug test as provided herein, the Member specifically waives his or her right of privacy with respect to the submission of the test.
5. Testing shall be conducted in accordance with the Department of Transportation protocols in existence at the time of the test. Test results shall be provided directly to the Members, who shall have the sole option of publicly releasing them or not. The fact that a Member either volunteers to take the drug test or declines to volunteer to be tested upon the random selection of his or her name shall not be publicly disclosed without the express of written consent from the Member.

B. Testing Criteria

1. For the purposes of this policy, alcohol test results shall be reported to the Member if the test reveals the presence of 0.08 percent or more, by weight, of alcohol in a Member's blood at the time of the test. Percent by weight, of alcohol in a person's blood or grams of alcohol per 210 liters of breath. Test results below that threshold shall be reported as "None Reportable".
2. Test results for controlled substances as defined herein shall be reported to the Member if amount of the controlled substances is detected in a Member's blood or urine. Where no controlled substances is present, the test results shall be reported as "None Reportable".

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
VIA: VINCE DIMAGGIO, CITY MANAGER
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
SUBJECT: RESOLUTION 16-26 – TRANSFERRING THE EXPLORERS PROGRAM TO THE MENDOTA COMMUNITY CORPORATION
DATE: APRIL 6, 2016

ISSUE

Should the City Council approve the attached resolution to transfer the Explorers Program funds to the Mendota Community Corporation?

BACKGROUND

The Mendota Community Corporation (MCC) was established on June 30, 2015 to conduct and facilitate activities that will improve the quality of life of the residents of Mendota by supporting educational, employment, and general welfare endeavors of the community.

Since the establishment of the MCC, the Explorers Program funds had been transferred to the City of Mendota. The Explorers Program is solely functioned on donations it would be deemed fit that the program be administered under the MCC.

ANALYSIS

Given that the MCC will be accepting donations to support various community activities, the Explorers Program should be transferred back to the MCC from the City of Mendota.

The Explorers Program is consistent with the intentions of the MCC.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Council to approve Resolution 16-26 for the transfer of the Explorers Program back to the MCC.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE TRANSFER OF FUND 24 – DONATION
FUND [EXPLORERS PROGRAM FUNDS]
TO THE MENDOTA COMMUNITY CORPORATION**

RESOLUTION NO. 16-26

WHEREAS, the City of Mendota (“City”) at times receives donations, which the City has historically kept in separate funds; and

WHEREAS, one of the donation funds previously administered by the City was entitled, “Fund 24 – Donation Fund,” which included funds donated for the Explorers Program;

WHEREAS, on or about June 30, 2015, the City established the Mendota Community Corporation (MCC), a non-profit organization formed to administer; and

WHEREAS, City Staff, the MCC, and the City Council have discussed whether the Explorers Program funds in Fund 24 – Donation Fund should be administered by the City or MCC; and

WHEREAS, although Fund 24 – Donation Fund is presently held in accounts administered by the City, following discussions, the City, the MCC, and City Staff have determined that Fund 24 – Donation Fund should be transferred to, and administered by, the MCC.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota approves the transfer of Explorers Program funds in Fund 24 – Donation Fund to the MCC, and authorizes and directs the MCC to administer Fund 24 – Donation Fund in a manner consistent with applicable law.

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 April, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT LEWIS, PUBLIC UTILITIES DIRECTOR
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: LOZANO LIFT STATION MODIFICATION
DATE: APRIL 4, 2016

ISSUE:

Should the City Council authorize the City Manager to execute an agreement for engineering services with Giersch and Associates for the modification of the existing Lozano lift station?

BACKGROUND:

The sanitary sewer lift station located at the end of Lozano Street is in very poor condition and is in dire need of replacement. The existing pump station is old and of a design that requires a tremendous amount of staff time to keep it running. The vacuum operational switches continue to fail which prevent the pumps from starting when they are called for thus leading to the possibility of overflowing the station.

ANALYSIS:

As the former City Engineer, Giersch and Associates had previously prepared a preliminary plan and initial design on the best option to modify the existing Lozano Lift Station. Staff contacted Mr. Giersch in order to provide an estimate of what it would take to finish the design of the pump station, including providing inspection services during construction.

FISCAL IMPACT:

Repair to the Lozano Lift Station was included in the recently approved Capital Improvement Plan. In implementation of the CIP, \$40,920 shall be used out of the existing sewer impact fee fund to cover the costs of engineering and construction inspection.

RECOMMENDATION:

As there had already been a significant amount of the lift station design previously done by Giersch and Associates and in order to save time and money on completing the design, Staff recommends that the City Council authorize the City Manager to execute an agreement with

Giersch and Associates for the design and construction inspection services for the Lozano Lift Station Modifications.

**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 EXECUTE A
CONTRACT WITH GIERSCH AND ACCOCIATES
FOR THE DESIGN OF THE LOZANO LIFT
STATION MODIFICATION**

RESOLUTION NO. 16-27

WHEREAS, due to its age, the Lozano Lift Station is nearing its end of its useful life, and requires modifications to keep it operational; and

WHEREAS, the City previously retained the services of Giersch and Associates to prepare a preliminary design for potential modifications to the Lozano Lift Station modifications (the "Proposed Project"); and

WHEREAS, following the review of the preliminary design for the Proposed Project, City Staff believes it would be prudent to retain Giersch and Associations to proceed with the preparation of a design package and provide construction inspection services for the Proposed Project; and

WHEREAS, to prepare a design package and perform construction inspection services, Giersch and Associates has provided the City with a proposed agreement, a copy of which is attached hereto as Exhibit "A" (the "Agreement"); and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mendota approves and authorizes the City Manager to execute the Agreement between the City of Mendota and Giersch and Associates for the design and construction inspection services for the Lozano Lift Station Modifications for the total sum of \$40,920. Funds for this contract shall be taken out of the Sewer Impact Fee fund.

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 April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

| | |
|-----------------|---------------------|
| Client Initials | Consultant Initials |
|-----------------|---------------------|



AGREEMENT BETWEEN CLIENT AND CONSULTANT

This form of agreement (Form A) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2013, 2010, 2009, 2008, 2007, 2003, 2001, 1998, 1994, 1991, 1989, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970, 1967.

Project No. 840S1601

Agreement entered into at Mendota, CA on this date of _____,
 by and between: City of Mendota (Client) and Giersch & Associates, Inc. (Consultant)

| | | | |
|----------------|---------------------------------|----------------|-----------------------------|
| Client: | City of Mendota | Consultant: | Giersch & Associates, Inc. |
| Name: | Vince DiMaggio | Name: | Michael Giersch |
| Address: | 643 Quince St. | Address: | 421 N. I Street |
| City, St, Zip: | Mendota, CA 93640 | City, St. Zip: | Madera, CA 93637 |
| Phone: | 559-655-3291 | Phone: | 559-673-5981 |
| Fax: | 559-655-4064 | Fax: | 559-675-3544 |
| Email: | Vincedimaggio@cityofmendota.com | Email: | mike.giersch@gai-online.com |
| License No: | | License No: | 38160 |

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for: Modification of Lozano Lift Station
 hereinafter called "project."

B. Consultant agrees to perform the following scope of services:

- Design: Engineering services for design, plans, specifications, bidding assistance, and submittal review.
- Construction: Construction inspection and administration.

C. Client agrees to compensate Consultant for such services as follows:

- Time and materials per fee schedule for design services not to exceed \$30,360 without written authorization.
- Time and materials per fee schedule for construction services not to exceed \$10,560 without written approval.
- Time and materials per fee schedule for extra services authorized by Client.

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 51, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

- Exhibit A - Rate 32 Fee Schedule.
- Exhibit B - Acceptance and Use of Electronic Data

| | |
|------------------------|----------------------------|
| <i>Client Initials</i> | <i>Consultant Initials</i> |
|------------------------|----------------------------|

PROVISIONS OF AGREEMENT

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

1. 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.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. 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.
5. 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.
6. 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.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. 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.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such 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. 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. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys'

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| Client Initials | Consultant Initials |
|-----------------|---------------------|

fees and defense costs, arising from a violation of this paragraph by Client. 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 on page 1 of 9 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

12. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant (“electronic files”), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these 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 make changes to or 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, use or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as **Exhibit B** to this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. 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, copies of which shall be kept by Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project by anyone other than Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client’s use or reuse of the electronic files.

13. 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.
14. 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 performed. 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

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| Client Initials | Consultant Initials |
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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 29. 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 29. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant.

15. 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 one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.
16. 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 29.
17. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
18. 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 the extent permitted by law, 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.
19. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 29. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

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Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify Consultant.

20. 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, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.
21. 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.
22. 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.
23. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
24. 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.
25. 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.

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| Client Initials | Consultant Initials |
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26. 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.
27. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 29.
28. 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 due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
29. 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 agreement.
30. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 29.
31. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 29.
32. Client shall pay 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.
33. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 29.
34. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 29.
35. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

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| Client Initials | Consultant Initials |
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36. 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.
37. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
38. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
39. 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.
40. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
41. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files 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, documents, or electronic files 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 the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
42. 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 his or her employees or subconsultants 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.
43. 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 determine 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

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and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.

44. 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. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 29.
45. 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.
46. Client acknowledges that 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.
47. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees, to the extent permitted by law, 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.
48. Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to, the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.
49. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
50. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

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(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

51. 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, including attorneys fees, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: _____ Consultant: _____

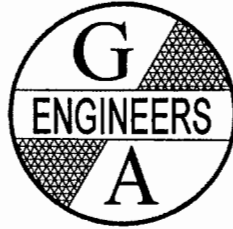
By: City of Mendota By: Giersch & Associates, Inc.

Name: Vince DiMaggio Name: Michael Giersch

Title: City Manager Title: President

Date Signed: _____ Date Signed: _____

Client should mail completed contract to the address shown for Consultant.


GIERSCH & ASSOCIATES
CIVIL ENGINEERS

421 No. "I" Street
 Madera, California 93637
 (559)673-5981 FAX (559) 675-3544
 E-mail: office@gai-online.com

FEES FOR PROFESSIONAL SERVICES
Prevailing Wage
***August 1, 2015**
"MADERA and FRESNO COUNTY"

EMPLOYEE CLASSIFICATION
RATE 32
HOURLY RATE
ENGINEERING

| | |
|----------------------------------|--------|
| Principal Engineer | 160.00 |
| Senior Engineer | 140.00 |
| Project/Resident Engineer | 125.00 |
| Expert Witness & Preparation, PE | 225.00 |

OFFICE SUPPORT

| | |
|----------|-------|
| Clerical | 75.00 |
|----------|-------|

FIELD SUPPORT

| | |
|---------------------------|--------|
| Senior Engineer Inspector | 140.00 |
|---------------------------|--------|

MISCELLANEOUS

| | |
|--|--------------|
| Outside Consultant Services | Cost + 15% |
| Misc. Outside Services | Cost + 15% |
| **Travel -Automobile | .60 Per Mile |
| **Photo Processing each | 1.00 |
| **Reproducible Copies Blk. & Wht. up to 11x17 each | .20 to .30 |
| **Reproducible Plans Blk. & Wht. 24x36 each | 3.00 |
| **Reproducible Plans Color 24x36 each | 5.50 |

Note: Minimum increment of time billed for phone calls is a quarter of an hour. In most cases several brief calls can be combined over the course of a day or week into one .25 hourly charge. Word processing and correspondence will be billed at the minimum of a quarter of an hour. Personal conferences will be billed for the time spent to the closest quarter of an hour.

It is understood and agreed that the aforementioned rates and charges include all normal equipment and materials used in connection with the production of the required professional services. Giersch & Associates will furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. Payments shall be due and payable to Giersch & Associates upon presentation. A late payment finance charge will be computed at a periodic rate of 1.5 percent per month and will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.

* This Fee Schedule subject to revision annually. For all public works projects hourly rate shall be adjusted to meet the State of California Industrial Relations Prevailing Wages.

** Subject to Increase

EXHIBIT "B"

ACCEPTANCE AND USE OF ELECTRONIC DATA

- 1. General Provisions.** In accepting and utilizing any drawings, reports and data generated and furnished by ENGINEER, on any form of electronic media or by any form of electronic transmission, including transfer by e-mail or other non-physical means, CLIENT covenants and agrees that all such electronic files are instruments of service of ENGINEER, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights.

CLIENT agrees not to reuse these 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 ENGINEER. CLIENT further agrees to waive all claims against ENGINEER resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than ENGINEER.

ENGINEER and CLIENT agree that any electronic files furnished by either party shall conform to the electronic file specifications listed below. Any changes to the CADD specifications by either ENGINEER or CLIENT are subject to review and acceptance by the other party. Additional services by ENGINEER made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, employees, agents, and lower-tier sub consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than ENGINEER or from any reuse of the electronic files without the prior written consent of ENGINEER.

Under no circumstances shall delivery of electronic files for use by CLIENT be deemed a sale by ENGINEER, and ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall ENGINEER be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

2. Technical Specifications for Electronic Files. Computer Aided Drafting and Design (CADD) drawings, reports, and data generated and furnished by CLIENT or ENGINEER on any form of electronic media or by any form of electronic transmission, including transfer by e-mail or other non-physical means, shall conform to the following specifications:

- A. **Project Deliverables.** Electronic files provided by the CLIENT to satisfy project deliverable requirements shall be provided in the form of CADD files as specified in paragraphs 2.B, 2.C, and 2.D or Microsoft Office files as specified in paragraph 2.E.1, unless agreed to otherwise by the ENGINEER.
- B. **CADD File Format.** CADD drawing files shall be provided in the form of ".dwg" files compatible with the CADD software utilized by the ENGINEER.
 - 1. ENGINEER is currently using AutoCAD Civil 3D 2011 v.2. CLIENT shall furnish ".dwg" files produced by the software used by the CLIENT that are compatible with the ENGINEER's AutoCAD.
 - 2. Where CADD files use or include references to fonts, linetypes, shapes, blocks, external drawings, or other external data not supplied by Autodesk with ENGINEER's AutoCAD, electronic copies of such external data files shall be provided.
 - 3. CADD files supplied by the CLIENT may not contain embedded objects, links to objects, or other data object types incompatible with ENGINEER's AutoCAD, unless such object type or types have been previously approved by the ENGINEER.
- C. **CADD Data Layering.** The organization of drawing data into meaningful and consistent layers is critical to the management and usefulness of the represented data. Accordingly, data shall be placed on layers according to a layering standard designed and implemented to achieve the following goals:
 - 1. All data included on a single layer shall represent a single type of information, such as sewer, storm drainage, pavement, curbs and gutters, etc. Text annotations for each type of feature shall be on a separate, related layer from the features themselves. The feature layer and text layer for the same type of information shall have similar names.
 - 2. Data representing existing conditions shall be presented on separate layers from similar data representing proposed conditions.
 - 3. Layering standards shall be applied consistently among all related drawings, so that the data contained on a specific layer in one drawing shall be similar to data contained on that same layer in any other related drawing.

4. The preferred settings for entity color, line type, line weight, LTSCALE, and similar properties shall be "BYLAYER."
5. Copies of written layer standards documentation shall be provided to the other party upon request.

D. Use of Model Space and Paper Space

1. **Model Space.** AutoCAD entities and objects describing real-world conditions obtained by or developed from survey data collected in the field shall be placed in Model Space. This data typically includes site features, point objects, triangulated irregular network (TIN) and breakline objects, alignments, and related line work, text, and objects.
 - a) AutoCAD entities and objects describing a single, geographically continuous project site shall be presented in a single continuous region in Model Space. Data orientation shall be such that the World UCS y-axis is parallel to the project site azimuth of 0 degrees. Drawing units shall be U.S. Survey feet.
 - b) AutoCAD entities and objects representing geographically separate project sites may be placed in Model Space in the same geographic relationship as they have to one another in the real world, or in separate regions in Model Space having an approximately correct geographic relationship to one another, or in separate AutoCAD files, as is acceptable to both ENGINEER and CLIENT.
 - c) Negative coordinates for any site features shall be avoided, without prior approval by the ENGINEER.
2. **Paper Space.** AutoCAD entities and objects that format the drawing information into plotted drawing sheets shall be placed in Paper Space. This data typically includes sheet borders, legends, professional land surveyor and/or professional engineer seals, and related line work and text.

E. Supporting Data File Formats

1. **Microsoft Office.** ENGINEER is currently using Microsoft Office 2007, including Excel 2007 and Word 2007 to create and manage additional project information. Any such files created by the ENGINEER and supplied to the CLIENT will be supplied in the corresponding Office 2007 file format. Any such files created by the CLIENT may be supplied as Office 2003 or later files, up to and including the Office version currently in use by ENGINEER.
 - a) It is noted by both parties that the "Microsoft Office Compatibility Pack" will allow Office 2007 files to be used

without data conversion by Office 2003 software. This free compatibility pack may be downloaded from the "Downloads" tab of <http://office.microsoft.com>.

- b) No Microsoft Office files supplied by either party may contain macros or Visual Basic for Applications (VBA) code unless prior approval is obtained by the receiving party.
2. **Portable Document Format (PDF) Files.** Supporting information may be provided by either ENGINEER or CLIENT as PDF files. Such files shall be compatible with Adobe Reader 7.0 or Adobe Acrobat 7.0, or later versions thereof.
 3. It is recognized that the CLIENT and ENGINEER may also utilize additional software and file types to develop and manage design data. Each party agrees to provide copies of such support data files to the other, on an "as-is" and "as-needed" basis, upon request.
- F. **Data Conversion.** Conversion of CADD drawing files, supporting data files, or other electronic data between the formats and software versions stated in these specifications and alternate formats or software versions shall be governed by the following:
1. Conversion of data to alternate formats shall be limited to conversions that may be performed using commercially available software. The party performing the conversion is responsible to select an appropriate means of conversion and to ensure that the preparation and processing of the data to be converted is done in accordance with the documentation of the software used. However, the party performing the conversion is not responsible or liable for loss of information that is not supported in the alternate format, or other degradation or loss of data inherent in the conversion process.
 2. Services required to be provided by ENGINEER to convert data and the cost of additional software that may be required to conduct such conversions shall be compensated as extra services.
- G. **Software Versions.** Where a specific version of software is stated in these Specifications, the version specified shall be interpreted to refer to the earliest version of software that may be used. Later versions of the software may be utilized by mutual written agreement of ENGINEER and CLIENT.
- H. **Encryption.** Electronic files shall not be encrypted or password-protected unless the passwords, decryption keys and any applicable decryption software necessary to access and use the data files are also provided.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA TO HOLD
TWO SPECIAL CITY COUNCIL MEETINGS
TO CONSIDER THE BUDGET FOR FISCAL
YEAR 2016-2017**

RESOLUTION NO. 16-28

WHEREAS, each year the City Council, by law, establishes the budget for the City of Mendota; and

WHEREAS, in connection with its consideration of a budget for Fiscal Year 2016-2017, the City Council desires to hold public hearings and receive public input on the proposed budget prior to its final adoption.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby establishes the following schedule for Special City Council meetings to consider the budget for fiscal year 2016-2017:

May 31, 2016, 3:00pm to 5:00pm in the Council Chambers of City Hall
June 7, 2016, 3:00pm to 5:00pm in the Council Chamber of City Hall

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 April, 2016, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

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: April 8, 2016

TO: Honorable Mayor and City Council Members

FROM: Matt Lewis, Public Utilities Director
John P. Kinsey, City Attorney

SUBJECT: Introduction of Ordinance No. 16-04: An Ordinance of the City Council of the City of Mendota, California, Amending Sections 13.32.020 and 13.32.050, and Adopting New Section 13.32.065 of the Mendota Municipal Code, and Give First Reading, By Title Only, With Second Reading Waived

ISSUE:

Consideration of an ordinance amending Sections 13.32.020 and 13.32.050 of the Mendota Municipal Code, and Adopting New Section 13.32.065 of the Mendota Municipal Code, to provide (i) additional restrictions to promote water conservation, including limitations on outdoor watering, and (ii) provide greater flexibility to the City to develop, adopt and implement temporary restrictions and conservation measures.

BACKGROUND:

On May 5, 2015, the State Water Resources Control Board (“SWRCB”) adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (the “Emergency Regulation”) pursuant to Section 1058.5 of the Water Code. The Emergency Regulation became effective May 18, 2015. Among other things, the Emergency Regulation is designed to achieve the 25 percent statewide potable water usage reduction through February 2016, as ordered by Governor Brown in his April 1, 2015, executive order.

Section 865 of the Emergency Regulation requires that each public water supplier that supplies less than 3,000 customers, or supplies less than 3,000 acre feet annually to take one or both of the following actions:

- a) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or
- b) Reduce by 25 percent its total potable water production relative to the amount produced in 2013.

Section 865 requires that each public water supplier that supplies less than 3,000 customers, or supplies less than 3,000 acre feet annually to submit a report by December 15, 2015, that confirms compliance with the above requirements.

Water code section 1846 provides that any person or entity that violates a regulation adopted by the State Water Board may be liable for up to five hundred dollars (\$500) for each day the violation occurs.

The SWRCB has extended the Emergency Regulation until October 31, 2016.

In December 2015, City Staff prepared the required compliance report and filed it with the State. The months of June through November were compared for the years of 2013 and 2015. In almost every case, the City demonstrated a significant reduction in usage from the 2013 numbers. Overall the average reduction in water consumption was around 12 percent for the months of June through November 2015, which is laudable, but is below the targets established under the Emergency Regulation.

The City is currently under Stage Two Water Conservation. Stage Two allows outdoor watering to occur 3 days a week. Even numbered addresses are permitted to water on Tuesday, Thursday and Saturday, while odd-numbered addresses may water on Wednesday, Friday and Sunday.

As the Governor has extended the drought control measures until October 31, 2016, and in order to avoid any penalties being levied against the City, we need to reduce the number of watering days from three down to two.

ANALYSIS:

To comply with the Emergency Regulation, City staff recommends several amendments to the City's Municipal Code. First, Staff proposes amendments to Section 13.32.020 of the Mendota Municipal Code to allow outdoor watering on two days per week, instead of three. Staff also proposes that additional conservation measures be added to Section 13.32.050 of the Mendota Municipal Code, which governs Stage II conservation measures. Those amendments would require all hotels operating in the City to offer customers the option of not having their linens and towels washed daily.

In addition, City staff recommends new Section 13.32.065 that would expressly authorize the City Council to adopt additional restrictions and water conservation measures on a temporary basis, which would provide additional flexibility to the City to help meet state-mandated targets.

RECOMMENDATION:

Motion to introduce the enclosed ordinance and give first reading, by title only, with second reading waived.

Attachments

Ex. "A": [Proposed] Ordinance No. 16-04: An Ordinance of the City Council of the City of Mendota, California, Amending Sections 13.32.020 and 13.32.050, and Adopting New Section 13.32.065 of the Mendota Municipal Code

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA, CALIFORNIA,
AMENDING SECTIONS 13.32.020 AND
13.32.050, AND ADOPTING NEW SECTION
13.32.065 OF THE MENDOTA MUNICIPAL
CODE**

ORDINANCE NO. 16-04

WHEREAS, on May 5, 2015, the State Water Resources Control Board adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation pursuant to Water Code section 1058.5 (the "Emergency Regulation"); and

WHEREAS, pursuant to the Emergency Regulation, the City must, *inter alia*, reduce by 25% its total potable water production relative to the amount produced in 2013; and

WHEREAS, the City has made significant efforts to reduce its total potable water production, but (i) additional measures are necessary and (ii) additional flexibility is needed to help ensure the City will meet the goals established by the Emergency Regulation; and

WHEREAS, in response to these concerns, City Staff has prepared revisions to Sections 13.32.020 and 13.32.050 of the Mendota Municipal Code, and drafted a proposed new Section 13.32.065; and

WHEREAS, the City Council desires to amend the Mendota Municipal Code by adopting amendments to Sections 13.32.020, and 13.32.050 of the Mendota Municipal Code, and adding new Section 13.32.065; and

WHEREAS, the proposed Ordinance was introduced at the last regularly scheduled City Council meeting on April 12, 2016, and a public hearing was duly noticed and held by the Council.

NOW THEREFORE, the City Council of the City of Mendota does ordain as follows:

SECTION 1. ADOPTION OF AMENDMENTS to Section 13.32.020 of Chapter 13.32 (Water Conservation). Section 13.32.020 of Chapter 13.32 (Water Conservation) of the Mendota Municipal Code is hereby amended to read as follows:

13.32.020 - Regulations.

In the use of water supplied by the city, the following requirements shall apply at all times:

- A. No person shall keep, maintain, operate or use any water connection, hose, faucet, hydrant, pipe, outlet or plumbing fixture which is not tight and free of leakage, dripping or waste of water.
- B. No person shall allow excessive water to run or waste from his/her property onto streets or highways.
- C. No person shall willfully or negligently waste water in any manner.
- D. Outdoor watering shall be prohibited during and for 48 hours after measurable rainfall. Outdoor watering for those residences with even-numbered addresses is permitted on Wednesdays and Saturdays, while odd-numbered addresses may water on Thursdays and Sundays. Monday, Tuesday and Friday are days on which no outdoor watering is allowed.
- E. No outdoor watering will occur between the hours of eleven a.m. and eight p.m.
- F. The city manager may grant a thirty-day exception for new lawns not yet established.
- G. Prohibition of draining of swimming pools with a capacity in excess of five thousand (5,000) gallons more than once every two years, except for structural repairs or to comply with public health standards determined by the county health officer. Residents with private swimming pools shall file a written application for a permit prior to draining their pools with the city manager. The application shall include information as to reason for draining pool and in case of repairs, the nature and duration of repairs to be made and the date on which the pool will be drained.
- H. Prohibition of the filling, refilling or adding of water to swimming pools, wading pools or spas during peak hours of eleven a.m. and eight p.m.
- I. Washing of exterior asphalt or concrete areas is prohibited except for those businesses that are governed by the Food and Drug Administration or state or county health department requirements that

require these areas to be washed for health purposes. Documentation indicating such regulations must be provided to the city manager.

- J. The use of water for washing cars, boats or other vehicles is prohibited without the use of a quick acting positive shut-off nozzle on the hose, the use of buckets for washing, and water from hose used for light rinsing. These regulations apply to both residential customers and fundraising events. The business owner at which a fundraising car wash is held is responsible for both the enforcement of these regulations and any citations which may result due to abuse of these regulations.

- K. All new construction and remodeling or additions to habitable areas with a valuation in excess of five thousand dollars (\$5,000.00) will be required to install or replace existing faucets and shower heads with low flow devices and toilets with ultra-low flow units.

SECTION 2. ADOPTION OF AMENDMENTS to Section 13.32.050 of Chapter 13.32 (Water Conservation). Section 13.32.050 of Chapter 13.32 (Water Conservation) of the Mendota Municipal Code is hereby amended to read as follows:

13.32.050 - Stage two water conservation.

Mandatory Compliance—Water Emergency. Upon implementation by the city manager and publication of notice, the following restrictions shall apply to all persons; all elements of stage one shall remain in effect in stage two except that:

- A. The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is permitted only on designated irrigation days between the hours of eight p.m. and eleven a.m. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety or welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles to transport food and perishables.

- B. The operation of any ornamental fountain or other structure making similar use of water is prohibited unless the fountain uses a recycling system, such as an electric pump.

- C. All restaurants are requested to serve water to customers only when specifically requested by the customers.
- D. Hotels must offer all customers the option of not having their linens and towels washed daily.

SECTION 3. Section 13.32.065 **ADOPTED.** Section 13.32.065 is hereby added to Chapter 13.32 (Water Conservation), Title 13 (Public Utilities) of the Mendota Municipal Code and adopted to read as follows:

13.32.065 – Temporary Restrictions and Conservation Measures.

In addition to the restrictions stated in Sections 13.32.020, 13.32.030, 13.32.040, and 13.32.050 of the Mendota Municipal Code, the City Council may by resolution adopt temporary restrictions or other conservation measures to further promote water conservation within the City.

SECTION 4. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, § 21000, *et seq.* ("CEQA"), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the grounds that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the grounds that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

SECTION 5. 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 6. The adoption of any provision of this Ordinance does not affect any prosecution, civil action or administrative proceeding for any ordinance violation committed prior to the effective date of this ordinance; does not waive any fee, penalty, license or permit requirement due or in effect on the date this ordinance is adopted; and does not affect the validity of any bond or cash deposit posted, filed or paid pursuant to the requirements of any Ordinance.

SECTION 7. 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 8. 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 12th day of April, 2016 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 26th day of April, 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 MARCH 2016
DATE: APRIL 12, 2016

In the month of March Code Enforcement focused on zoning violations related to illegal inhabitations. Other foci were the water conservation measures, ensuring businesses have business licenses, and violations related to vehicles.

We have been and will continue to work with the Building Department in our endeavor to focus on people illegally inhabiting garages, sheds, RV's, etc. This process can take a significant amount of time and requires sensitivity due to, in many cases, the effect this has on groups of people or even families. We are currently compiling resources that officers can give to people that may become homeless as a result of this.

We have seen an increase in the amount of property owners that are responding to the courtesy notices sent out in the last couple of months regarding properties and lots with excessive weeds. Many of these are out-of-town owners, who I have encouraged to either hire someone local to ensure maintenance of the property or sell the property for improvement/development.

As mentioned in the report given last month, staff encourages the public to visit the City website to view the Mendota Municipal Code, especially regarding a citation they may have received due to a violation. They can always contact me during normal business hours if they have spoken to the officer that cited them and they still have questions.

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

| Address | Type of Case | 1st Notice | 2nd Notice | Deadline | Status |
|----------------------------------|-----------------------------------|------------|------------|-----------|-----------------|
| 513 MARIE ST | 72 HOUR NOTICE | 3/1/2016 | N/A | 3/4/2016 | CLEARED |
| 1675 TENTH ST | VEHICLE ABATEMENT | 3/1/2016 | N/A | 3/11/2016 | CLEARED |
| 265 GREGG CT WEST | NO RECREATIONAL VEHICLE PERMITTED | 3/2/2016 | N/A | 3/16/2016 | CLEARED |
| 1325 BARKSDALE BLVD BOSSIER CITY | NO BUSINESS LICENSE | 3/3/2015 | N/A | 4/3/2016 | CITED |
| 14230 CLOCHRIDGE BLVD COVINGTON | NO BUSINESS LICENSE | 3/3/2016 | N/A | 4/3/2016 | CITED |
| 280 BLACK AVE | NO BUSINESS LICENSE | 3/3/2016 | N/A | 4/3/2016 | CITED |
| 461 RIOFRIO ST | WATER CONSERVATION | 3/3/2016 | N/A | N/A | WRITTEN WARNING |
| 555 RIOFRIO ST | WATER CONSERVATION | 3/3/2016 | N/A | N/A | WRITTEN WARNING |
| 963 SECOND ST | WATER CONSERVATION | 3/3/2016 | N/A | N/A | WRITTEN WARNING |
| SECOND ST AND NAPLES ST | 72 HOUR NOTICE | 3/3/2016 | N/A | 3/6/2016 | CLEARED |
| 850 RIOFRIO ST | 72 HOUR NOTICE | 3/3/2016 | N/A | 3/6/2016 | CLEARED |
| 265 TUFT ST APT A | BLOCKING THE DRIVEWAY | 3/3/2016 | N/A | 4/3/2016 | CITED |
| 219 L ST | PARKED ON LAWN | 3/5/2016 | N/A | 4/5/2016 | CITED/PAID |
| 560 DIVISADERO ST | PARKED IN A DISABLE SPACE | 3/5/2016 | N/A | N/A | CITED |
| 343 DIVISADERO ST | VEHICLE ABATEMENT | 3/6/2016 | N/A | 3/20/2016 | CLEARED |
| 10TH ST | VEHICLE ABATEMENT | 3/8/2016 | N/A | 3/18/2016 | PENDING |
| 691 LOZANO ST | PARKED ON LAWN | 3/8/2016 | N/A | 4/8/2016 | CITED |
| 328 BLANCO ST | PARKED NEXT TO FIRE HYDRANT | 3/8/2016 | N/A | N/A | CITED |
| 436 OLLER ST | TRUCK PARKING NOT PERMITTED | 3/8/2016 | N/A | 4/8/2016 | CITED |
| 461 MARIE ST | 72 HOUR NOTICE | 3/9/2016 | N/A | 3/12/2016 | CLEARED |
| 287 SAN PEDRO ST | VEHICLE ABATEMENT | 3/9/2016 | N/A | 3/19/2016 | CLEARED |
| 1008 EIGHTH ST | VEHICLE ABATEMENT | 3/10/2016 | N/A | 3/20/2016 | CLEARED |
| 272 NAPLES ST APT 6 | PARKED IN ALLEY | 3/11/2016 | N/A | 4/11/2016 | CITED/PAID |
| 280 BLACK AVE | NO BUSINESS LICENSE | 3/12/2016 | N/A | 4/12/2016 | CITED |
| 1441 7TH ST | PARKED 18' AWAY FROM CURB | 3/12/2016 | N/A | N/A | CITED |
| 205 SANTA CRUZ ST | WATER CONSERVATION | 3/12/2016 | N/A | N/A | WRITTEN WARNING |
| 305 BLANCO ST | WATER CONSERVATION | 3/12/2016 | N/A | N/A | WRITTEN WARNING |
| 277 K ST | PUBLIC NUISANCE | 3/15/2016 | N/A | 4/5/2016 | PENDING |
| 6TH ST AND OLLER ST | 72 HOUR NOTICE | 3/16/2016 | N/A | N/A | CLEARED |
| 249 ESPINOZA ST | PUBLIC NUISANCE | 3/17/2016 | N/A | 3/27/2016 | PENDING |
| 675 LOZANO ST | WATER CONSERVATION | 3/19/2016 | N/A | N/A | WRITTEN WARNING |
| 145 ASH AVE | PARKED IN A DISABLE SPACE | 3/19/2016 | N/A | N/A | CITED |
| 633 LOZANO ST | EXPIRED REGISTRATION | 3/21/2016 | N/A | N/A | CITED |

| | | | | | |
|------------------------------|-----------------------------------|-----------|-----|-----------|-------------------|
| 657 LOZANO ST | WATER CONSERVATION | 3/21/2016 | N/A | N/A | WRITTEN WARNING |
| 501 NORTH KATE ST | NO ROOFING PERMIT | 3/21/2016 | N/A | N/A | STOP WORK |
| 231 MCCABE AVE | PARKED ON LAWN | 3/22/2016 | N/A | 3/22/2016 | CITED/PAID |
| 202 I ST | PUBLIC NUISANCE/ FENCING | 3/22/2016 | N/A | 4/4/2016 | CLEARED |
| 601 NORTH KATE ST | PARKED ON LAWN | 3/24/2016 | N/A | 3/24/2016 | CITED |
| 605 WASHOE AVE FIREBAUGH | PARKED ON LAWN | 3/24/2016 | N/A | 4/24/2016 | CITED |
| 297 VALENZUELA ST | PUBLIC NUISANCE | 3/24/2016 | N/A | 4/14/2016 | PENDING |
| 655 LOZANO ST | WATER CONSERVATION | 3/24/2016 | N/A | N/A | WRITTEN WARNING |
| 959 SECOND ST | PARKED ON LAWN | 3/25/2016 | N/A | 4/25/2016 | CITED |
| 719 QUINCE ST | NO BUSINESS LICENSE | 3/25/2016 | N/A | 4/25/2016 | CITED |
| 248 VALENZUELA ST | EXPIRED REGISTRATION | 3/25/2016 | N/A | N/A | CITED |
| 251 VALENZUELA ST | NO RECREATIONAL VEHICLE PERMITTED | 3/25/2016 | N/A | 4/8/2016 | CLEARED |
| 6TH ST AND OLLER ST | 72 HOUR NOTICE | 3/25/2016 | N/A | 3/28/2016 | CLEARED |
| 6TH ST AND OLLER ST | 72 HOUR NOTICE | 3/25/2016 | N/A | 3/28/2016 | CLEARED |
| 6TH ST AND OLLER ST | 72 HOUR NOTICE | 3/25/2016 | N/A | 3/28/2016 | CLEARED |
| 647 PEREZ ST APT 4A | PARKED IN RED ZONE | 3/26/2016 | N/A | N/A | CITED |
| 6TH ST AND OLLER ST | 72 HOUR NOTICE | 3/28/2016 | N/A | 3/31/2016 | CLEARED |
| 1330 CAPITAL PKWY CARROLTON | NO BUSINESS LICENSE | 3/30/2016 | N/A | 4/30/2016 | CITED |
| 16451 AVE 12 MADERA CA 93637 | NO BUSINESS LICENSE | 3/30/2016 | N/A | 4/30/2016 | CITED |
| 885 RIO FRIO ST | GARAGE CONVERSION | 3/31/2016 | N/A | N/A | STOP WORK/PENDING |
| 223 K ST | GARAGE CONVERSION | 3/31/2016 | N/A | 4/4/2016 | CLEARED |
| 731 JUANITA ST | SUBSTANDARD LIVING | 3/31/2016 | N/A | N/A | PENDING |
| 26769 EL CAMINO GONZALEZ, CA | TRUCK PARKING NOT PERMITTED | 3/31/2016 | N/A | 4/31/2016 | CITED/PAID |



Mendota Police Department Memorandum

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

Significant Cases:

Report of a stolen vehicle from De LA Cruz Street. Suspect unknown.

Subject check on 2nd located an outstanding warrant. She was arrested, cited and released.

Officers observed a subject toss something on the ground as they approached him at 6th and Quince. Officers located methamphetamine. He was arrested, cited and released.

Residential burglary on Holmes Avenue. Unknown suspects broke the sliding glass door to gain entry.

Vehicle stop on McCabe identified a gang associate. He was FI'ed for information.

Bicycle stop on Oller found the rider had outstanding warrants for his arrest. He was arrested, cited and released.

Vehicle stop on Oller and 7th located active warrants on the driver. He was cited and released.

Subject check on Quince Street located active warrants. He was cited and released.

Subject check on Holmes Avenue found the person to be in possession of a Meth pipe. He was arrested, cited and released.

Officers contacted a subject on K Street for trespassing. He was also found in possession of an illegal knife. He was arrested and transported to Jail.

Offices were notified a business on 7th Street received a threatening/intimidating letter. Investigation is ongoing. DHS is assisting.

Subject check on 7th Street of known prior deported subject due to prior violent crimes. He was arrested and transported to Jail.

Additional report of numerous businesses receiving threatening/intimidating letters. Case is ongoing.

Report of a vehicle blocking a private driveway on Rio Frio resulted in it being towed at the owner's expense.

Subject check on Quince Street located outstanding warrants. She was cited and released.

Report of trespassing on Rio Frio. The subject was in violation of a No Trespassing order. He was arrested and transported to Jail.

Phone theft on I Street. Victim left a phone at a friend's home with only one person having access to it. When she went to retrieve the phone it was missing. The known suspect is outstanding.

Subject check outside local business on 7th Street locates subject drinking alcohol. He was cited earlier in the day for the same violation. He was now intoxicated, arrested and transported to Jail.

Vehicle check at the Pool Park discovered the driver smoking marijuana. An illegal knife was located on him. He was cited and released.

Physical disturbance at a residence on Perez Street. The victim was hit in the face and head. The suspect was arrested and transported to Jail.

Vehicle burglary on Rio Street. Witnesses gave officers suspect information. Officers located a subject and known auto thief on Gomez Street who the witnesses identified as the suspect. The suspect was found in possession of two paychecks that were from a previous stolen vehicle. He was arrested on multiple charges and transported to Jail.

Officers assisted CHP in an attempt to locate a hit and run suspect vehicle. The suspect vehicle license plate was discovered at the scene of a pedestrian hit and run CHP was investigating.

Non-injury traffic collision at Hwy 33/Bass Avenue. All parties remained on scene for a report.

Natural cause death on Garcia Street. Subject found deceased was under doctor's care.

Subject check on Kate Street was found to be a local gang member. He was FI'ed for information.

Vehicle burglary on Rowe Street. Vehicle registration and insurance card was taken. Possible identify theft information.

Subject check in an alley of Fleming Street. Officer witnesses him toss a small baggie to the ground. Methamphetamine was discovered in the baggie. He was arrested, cited and released.

Vehicle stop on Smoot/Derrick. The driver was found to have a suspended CDL and active warrants. He was cited and released. The passenger was found in possession of marijuana and methamphetamine. He was arrested, cited and released.

Traffic collision on Oller resulted in a vehicle impacting the chain link fence on the east side of the roadway. The driver was later transported to CRMC for evaluation.

Report of threats on 2nd Street. Victim was confronted by suspect who wanted to know what gang he claimed. Officers contacted suspect who claimed a local gang and then threatened officers. He was arrested and transported to Jail.

Subject check at Quince and 7th located warrants for the person's arrest. He was cited and released.

Vehicle check on Quince Street located two local gang members. They were FI'ed for information.

Report of a theft from Santa Cruz Street. Victim said unknown suspects stole a weight set that was delivered by UPS.

Burglary on Tuft Street. Victim gave officers information regarding a suspect who entered her residence and stole a set of headphones from a room. Victim witnessed the suspect flee on foot. Suspect is unknown.

Officers were able to locate the whereabouts of a wanted person. Officers took him into custody and turned him over to allied law enforcement. He was later transported to Jail.

Report of a stolen vehicle from 7th Street. Victim leaves his vehicle unlocked and running while he goes into a store. Upon his return he observes a known subject driving away in his vehicle. Officers were able to locate the vehicle and arrest the suspect. She was also found in possession of prescription pills. She was transported to Jail.

Subject check on 2nd Street of a known Methamphetamine user. She was FI'ed for information.

Gang graffiti was located on the side of a building on 7th/Oller Street. A vandalism report was written.

Report a subject was attacked by approx. 5 people who beat him on Divisadero Street. The victim does not know any of the suspects and could not ID them if seen.

Vehicle stop on Hwy 180 south of the City. The driver was found to be intoxicated. He was arrested for DUI, issued a citation and released to a sober family member.

Report of juveniles fighting on Quince Street. Victim initiated a fight with others and was then beat up. Suspect(s) are unknown.

Subject check in an alley on Rio Frio. Officer located a baggie of cocaine in his pocket. He was arrested, cited and released.

Bicycle stop on 9th and Marie Street discovered outstanding warrants on the rider. He was arrested, cited and released.

Subject check of a suspicious person at 6th and Quince Street. He was FI'ed for information.

Report of an intoxicated minor on Sorenson. The minor and a friend decided to consume alcohol while their parents were away. After she became ill, EMS was called. She was transported to CRMC for evaluation.

Bicycle stop on 5th and Lolita. The rider was found in possession of an illegal knife and arrested. He was then transported to Jail.

Report of a student threatening staff at a local school. The known student fled prior to officers arriving.

Officers and allied agency personnel attempted to serve an arrest warrant at an alleged gang related drug sales location. Officers contacted four subjects; one was arrested for possession of Methamphetamine for sales, another subject for possession of an illegal knife and the last on an arrest warrant. All were transported to Jail.

Bicycle stop on Rio Frio located a meth pipe in the rider's possession. He was cited and released.

As offices approached a subject check near Black Street and San Pedro they witnessed him toss an AED defibrillator onto the ground. He was found to be on probation and have an active warrant for his arrest. He was arrested and transported to Jail.

Vehicle stop of an erratically driven vehicle discovered the driver to be unlicensed and intoxicated. He was arrested for DUI, cited and released to a sober family member.

Report of a stolen vehicle from in front of a residence and located parked and running in front of neighbors residence. Suspect unknown.

Theft of a portable GPS unit from unlocked vehicle parked on 2nd Street. Suspect unknown.

Compliance check of backyard marijuana grows. Owner was admonished of upcoming municipal code change. Owner was in compliance of existing laws.

Vehicle stop on Perez and Lozano. Passenger was FI'ed for information

Vehicle stop at 7th and Marie. Passenger was gang affiliated and FI'ed for information.

Vehicle stop discovered the driver was driving on a suspended license and in possession of marijuana. He was cited and released.

Vehicle stop on Bass at 2nd. The driver was found to be unlicensed and intoxicated. He was arrested for DUI, cited and turned over to a sober family member.

Vehicle stop on Marie/9th Street. The driver was found to be intoxicated and arrested for DUI. He was cited and released to a sober family member.

Vehicle stop on Oller/9th Street. The driver was found to have an active warrant. She was arrested, cited and released.

Subject check on 7th Street discovered outstanding warrants. He was cited and released.

Bicycle stop on 7th and Quince Street for equipment violation. The rider was FI'ed for information.

Report of a disturbance and vandalism at a residence on Oller. The subject causing was contacted by officers and found to have damaged the front screen door to the residence. He was turned over to EMS for transportation to CRMC for evaluation.

Subject check on Bass by 2nd Street. He was found in possession of a used meth pipe. He was cited and released.

Theft of wires from electrical boxes on a local school campus. Video cameras were operational. Investigation is ongoing.

Report of possible identity theft from a victim who is receiving outstanding balances on credit cards. Suspect unknown.

Subject check on 6th and Oller. He was FI'ed for information.

Vehicle stop on Barboza. The driver was recognized as being unlicensed during prior investigations. He was cited and released.

Subject check at a local park discovered the person was an associate of a local gang. He was FI'ed for information.

Vehicle stop at Smoot and Sorenson. The driver was found to be driving on a suspended CDL. He was cited and released.

Subject check on 6th Street of a known drug user. He was FI'ed for information.

Vehicle stop by a local park. One of the passengers attempted to discard a meth pipe and was found to have outstanding warrants. He was arrested, cited and released.

Non-injury traffic collision with a power pole by a local park. PGE and public works were notified.

Subject check on Oller/6th discovered the person to be gang affiliated. She was FI'ed for information.

Report of identity theft from victim who said accounts were illegally opened in her name.

Subject check revealed the person was not who he said he was. He was arrested and transported to Jail.

Vehicle stop in the alley behind a business on Oller Street. Driver was uncooperative with officers and fought with officers when they attempted to control the incident. The driver was found to have an active warrant and to be driving on a suspended CDL. He was arrested and transported to Jail.

Bicycle stop revealed the rider was gang affiliated. He was FI'ed for information.

Attempt arrest at an apartment on Lozano Street. The wanted subject was contacted and arrested on outstanding warrants. He was transported to Jail.

Traffic Collision with property damage on Gregg Court. Driver attempted to park and pressed the accelerator instead of the brake. The vehicle travelled into a fence causing damage. The driver was cited.

Department of Homeland Security Agents road with Mendota Officers and assisted on investigations. Three subjects were arrested and transported to Jail.

Report of vehicle vandalism on Juanita Street. Unknown suspects smashed a window to a vehicle with a large rock.

Vehicle stop on Belmont. Driver was speeding through the school zone and found to be unlicensed. He was cited and released.

Vehicle stop at Bass and Barbosa. Driver found in possession of an illegal knife. He was transported to Jail.

Subject check on Naples of a known probationer discovered active warrants. He was also found in possession of methamphetamine. He was transported to Jail.

Subject check at residence on Rio Frio discovered active warrants. He was transported to Jail.

Subject check at a local park. He was FI'ed for information.

Report of vehicle being driven recklessly with two occupants. Officers located and stopped the vehicle at 6th and Juanita. The driver was found to be intoxicated and in possession of individual baggies of Methamphetamine for sales. The passenger was on parole and in possession of Methamphetamine for sales, burglary tools and drug use paraphernalia. Both were arrested and transported to Jail.

Officers located a female under the influence of a drug while walking on 6th and Rio Frio. Her parole agent authorized a violation. She was arrested and transported to jail. At the jail she attacked an officer and was also charged with battery on a peace officer.

Vehicle stop on Oller and Derrick. The driver was found to be unlicensed and intoxicated. He was arrested, cited and turned over to a sober family member.

Subject check at 3rd and Oller found outstanding warrants. He was taken into custody, cited and released.

Subject check on Rio Frio found an active warrant. He was arrested, cited and released.

Hit and run property damage reported on Lolita Street. The victim's vehicle was sideswiped while parked in front of the residence. Suspects are unknown.

Hit and run property damage. Victim reports an unknown suspect hit her parked vehicle. Damage was minimal.

Disturbance at 9th and Marie. Suspect was hitting victim with her purse. Upon officers arriving the suspect stopped. She was arrested, cited and released.

Burglary at a residence on Gaxiola. One victim stated money hidden in the residence was stolen by unknown suspect(s). A second victim said additional money was stolen from another location in the residence. No sign of forced entry. Suspect(s) unknown.

Subject check at 5th and Quince located an active warrant. He was cited and released.

Disturbance at a location on Derrick. Suspect attacked victim, but did not cause serious injury. Suspect was arrested, cited and released.

Subject check at 7th and Stamoules located an outstanding warrant. She was arrested, cited and released.

Attempt arrest of a wanted subject on Rio Frio located two unrelated subjects wanted on outstanding warrants. Both were arrested, cited and released.

Violation of court order on Derrick. Victim reported the restrained person come to her residence. The suspect was gone when officers arrived.

Disturbance at residence on 7th Street. Victim was hit by the suspect who was located and arrested at a local park. She was cited and released.

Vehicle fled from an attempt vehicle stop. The vehicle failed to yield until it arrived at a residence on Bass. The driver was taken into custody and found to be unlicensed. His true identity was discovered after he initially gave a false name. He was transported to Jail.

Subject check of two at the Farmer's Market. Both were identified as gang affiliated and FI'ed.

Subject check of a known drug user at 8th and Oller. He was FI'ed for information.

Subject check at Lolita and 6th. He was FI'ed for information.

Report of identity theft. Unknown subject is using the victim's identity.

Report of a male yelling belligerently at a local business on 7th Street. He was found to be intoxicated. He was arrested and transported to Jail.

Officers investigated allegations of illegal gambling at a local business on 7th Street. Contact with a responsible party and officer observations were documented. The investigation is ongoing.

Disturbance at a location on 6th Street. Victim reported the suspect attacked and hit her. Suspect was gone when officers arrived. Case submitted to DA for complaint.

Subject check on Rio Frio found an active warrant for his arrest. After arrest he was found in possession of methamphetamine. He was cited and released.

Report of a stabbing at a residence on Rio Frio. The suspect is a known local gang affiliated subject who was identified by the victim. Victim's injuries are not life threatening. Suspect is outstanding and the investigation is ongoing.

Bicycle stop on Derrick discovered outstanding warrants and a meth pipe. He was arrested, cited and released.

Report of reckless driver on Oller. The vehicle was located and stopped on Divisadero Street. The driver was found to be intoxicated and arrested for DUI.

Non-injury traffic collision at Oller and 7th. Both parties remained on scene.

Disturbance at residence on Fleming Street. Suspect vandalized the victim's vehicle. Suspect was arrested and transported to Jail.

Patrol check at a property on Rio Frio resulted in the discovery of a wanted person. Warrants were confirmed and he was cited and released.

Vehicle stop on Oller discovered the driver's CDL was suspended for DUI and he was intoxicated. He was arrested for DUI and transported to Jail.

Vehicle stop on Oller discovered the driver's CDL was suspended for a prior DUI and he had an outstanding warrant for his arrest. He was found to be intoxicated and arrested on the warrants and DUI. He was transported to Jail.

Vehicle stop on Kate Street discovered the driver was intoxicated. She was arrested for DUI and transported to Jail.

Subject check at a local mini market on Oller discovered an active arrest warrant and the person to be in possession of methamphetamine. He was arrested, cited and released.

Follow up on an active investigation resulted in an FI on the subject interviewed.

Subject check at a local park resulted in an FI on the subject due to.

Report of a possible assault on Straw Street due to an argument over beer. Both parties claimed the other was responsible. Case submitted to the DA for complaint.

Vehicle stop on Lolita Street discovered the driver's CDL was suspended and he had a warrant for his arrest. He was arrested and transported to Jail.

Report of a man with a knife on 9th Street. Officers contacted the subject, but no weapon was located. He was found to be intoxicated and was arrested. He was transported to Jail.

Report of a burglary in progress on K Street. Upon arriving officers contacted the suspect in possession of stolen copper pipes and wiring. He was arrested and transported to Jail.

Offices discovered a female lying on the ground in an alley by Oller Street. She was found to be intoxicated and had fallen, injuring her head. EMS responded. A warrant was discovered for her arrest. She was cited and released to EMS for transport to CRMC.

Bicycle stop for mechanical violation. The rider was a known drug user and was FI'ed for information.

Report of a vehicle theft on Sorensen. Victim said unknown suspect took his vehicle sometime during the evening.

Vehicle stop resulted in identifying an active gang member. He was FI'ed for information.

Subject check on Naples Street discovered an outstanding warrant. He was arrested and transported to Jail.

Subject check on 9th Street of a known parolee. She was Fled for information.

Vandalism to a parked vehicle on 9th Street. Victim discovered a vehicle window was broken. Suspects are unknown.

Subject check at the Farmer's Market discovered him in possession of methamphetamine. During his arrest and the ensuing investigation a relative of the suspect intervened and interfered with officers duties. He was also arrested. The first suspect was transported to Jail. The relative was cited and released to his mother.

Two subject checks at the Farmer's Market resulted in FIs for information.

Report of a stolen vehicle from the area of the Farmer's Market. No suspect information.

CRMC notified MPD of a stabbing victim from Mendota whose injuries are superficial. Victim informed nurses he was attacked by 6th and Kate three days prior. The victim was released from CRMC prior to officers being able to make contact. Investigation is ongoing; victim contact needs to be made.

Vandalism to a residence on Holmes Street. Unknown suspect broke a window to the home.

Disturbance at residence on Kate Street. Subject causing was found to have an active warrant. He was arrested on the warrant and for vandalism to the victim's fence. He was transported to Jail.

Strategic Planning:

- Placed order to purchase four rifles.
- All personnel attended quarterly training.
- Working with grant writer on two CSO & Partnership grant applications.
- Two new Ford Police Utility vehicles were ordered and delivered.
- The police patrol cars will transition from the color white to Black & White. Thank you to Councilmember Rolando Castro for spearheading this move. The graphics and their colors are also designated for change and a final decision is pending.
- Documents were signed with the USDA to accept grant funding for equipment resources.
- Invoices were submitted for grant fund reimbursement on items purchased.

Personnel Information:

- Sgt. Urbieta is leading the effort to hire Phlebotomists
- Sergeant selection was made and the candidate cleared the background investigation and is pending the Physiological and Medical
- Lieutenant selection was made and candidate entered the background investigation