



CITY OF MENDOTA

"Cantaloupe Center Of The World"

AGENDA

MENDOTA CITY COUNCIL

Regular City Council Meeting

City Council Chambers

643 Quince Street

Mendota, California 93640

October 1, 2024

6:00 PM

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tempore

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 1st and 3rd Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that the City 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, 8am-5pm.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8am y las 5pm de lunes a viernes. La notificación de al menos 24 horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATIONS

1. Chief of Police Smith to introduce Police Officer Steven Mares.
2. City Council to recognize the Marjaree Mason Center and proclaim the month of October 2024 as "Domestic Violence Awareness Month."
3. Rick Rai with Mid Valley Disposal to present information on the airport basin cleanup.
4. Alex Gibbs with Townsend Public Affairs, Inc. to provide an update on grants.

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 the 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 and 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 September 17, 2024.
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. SEPTEMBER 11, 2024 THROUGH SEPTEMBER 13, 2024
 - a. WARRANT LIST CHECK NOS. 55340 THROUGH 55374
 - b. TOTAL FOR COUNCIL APPROVAL = \$459,179.20
2. Proposed adoption of **Resolution No. 24-54**, approving the Consultant Services Agreement from Provost & Pritchard Consulting Group for the preparation of California Environmental Quality Act and National Environmental Policy Act documentation for the Second Street Stormwater Project.

BUSINESS

1. Council discussion and consideration of providing direction to staff on the purchase of the scoreboard for the Alfredo Muratalla Baseball Field.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides direction to staff on how to proceed*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update
2. City Attorney
3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

- 1. Council Member(s)
- 2. Mayor

CLOSED SESSION

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Westlands Water District
Under Negotiation: Price and Terms of Payment
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APN 013-050-21T
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Karina Beltran
Under Negotiation: Price and Terms of Payment

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of Tuesday, October 1, 2024, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, September 27, 2024, by 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk

City of Mendota

Proclamation No. 24-02

Recognizing the Marjaree Mason Center and Proclaiming October 2024 as Domestic Violence Awareness Month

WHEREAS, domestic violence impacts countless individuals, without regard to age, race, religion, or economic status; as victims suffer at the hands of a spouse or partner, it affects their children, families, and entire communities; and

WHEREAS, domestic violence is widespread and affects over 12 million men and women in the United States each year, and at its most tragic level, kills an average of three women every day; and

WHEREAS, the Marjaree Mason Center served over 8,399 adults and children impacted by domestic violence last year, including over 74,000 nights of safe shelter, and also provides services to those who cause harm; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for survivors and advocates to end of the cycle of abuse through education; and

WHEREAS, the Marjaree Mason Center hosts a teen dating violence prevention program, the kNOw MORE® program, as well as countless training and outreach activities to educate our community on the dangers of power and control in intimate relationships and how individuals can seek safety.

WHEREAS, each year, the Marjaree Mason Center hosts the Top Ten Professional Women and Leading Business Awards in October to highlight the contributions of professional women while also raising awareness of domestic violence. This signature community event will be on Wednesday, October 16 at the Fresno Convention Center with keynote speakers, Danielle and Mark Herzlich, with moderator David Carr, who will come together to discuss how we, as a community, can better support survivors of domestic violence.

WHEREAS, Purple Thursday, October 17, is a national day dedicated to remembering the victims of domestic violence, to supporting survivors, and to raising awareness on local resources available to put an end to domestic violence; and

WHEREAS, a partnership of organizations has emerged to directly confront this crisis and are achieving success. The Marjaree Mason Center, along with law enforcement, health care providers, clergy and concerned citizens are helping in the effort to end domestic violence. We must recognize the compassion and dedication of these volunteers and professionals and increase public understanding of this important problem.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Mendota does hereby recognizes the Marjaree Mason Center and proclaims the month of October 2024 as Domestic Violence Awareness Month and urges all citizens of Mendota to work together to end the cycle of violence in our community.

Victor Martinez, Mayor



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

September 17, 2024

Meeting called to order by Mayor Martinez at 6:02 PM

Roll Call

Council Members Present: Mayor Victor Martinez, Mayor Pro Tem Libertad “Liberty” Lopez and Council Members Jose Alonso and Joseph Riofrio

Council Members Absent: Council Member Oscar Rosales

Flag salute led by Mayor Martinez

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

A motion was made by Mayor Pro Tem Lopez to adopt the agenda, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Rosales).

PRESENTATIONS

1. Chief of Police Smith to introduce Police Sergeant Greg Houser.

Chief Smith introduced Police Sergeant Greg Houser and shared information about his background.

Sergeant Houser thanked the City Council, Chief Smith and the Mendota Police Department (“MPD”) for the opportunity to serve Mendota.

The City Council congratulated Sergeant Houser, wished him well, and welcomed him to the community.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Mike Leyva and Alicia Leyva commented on the invocation led by Police Chaplain Salinas; shared information on an incident that took place in their home involving two girls that live with them; the Mendota Police Department (“MPD”) responding to the incident, including Mr. Leyva being arrested by the MPD; different issues they have with the two girls that live with them and stated they would like to submit a complaint against Sergeant Antuna and Officer Lopez.

Discussion was held on the information provided by Mr. and Ms. Leyva; the purchase of body-worn cameras for the MPD; and Chief of Police Smith meeting with Mr. and Ms. Leyva to discuss the incident.

Ofelia Ochoa and Karina Beltran stated that they have visited the proposed property that the Council is considering leasing to La Granja de Favian (“La Granja”); provided information on La Granja; and thanked the City Council for their support.

Discussion was held on the information provided by Ms. Ochoa and Ms. Beltran and translation services being offered at City Council meetings.

Kyle Savage with the Office of Congressman John Duarte provided an update on legislation, including Congressman Duarte cosponsoring H.R. 9531: Farm to Market Road Improvement Act.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of September 3, 2024.
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 Lopez to approve items 1 and 2, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Rosales).

CONSENT CALENDAR

1. AUGUST 28, 2024 THROUGH SEPTEMBER 9, 2024
 - a. WARRANT LIST CHECK NOS. 55318 THROUGH 55339
 - b. TOTAL FOR COUNCIL APPROVAL = \$248,990.87
2. Proposed adoption of **Proclamation No. 24-01**, recognizing the Mendota Unified School District Expanded Learning Program and Proclaiming November 7, 2024 as “Lights on Afterschool Day.”

3. Proposed adoption of **Resolution No. 24-51**, declaring surplus certain City-owned personal property and authorizing the sale or disposal of such property.
4. Proposed adoption of **Resolution No. 24-52**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Consulting Group for Land Surveying and Engineering Services for the 2024 Local Streets Improvement Project.

A request was made to pull items 3 and 4 for discussion.

A motion was made by Council Member Alonso to approve items 1 and 2 of the Consent Calendar, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

3. Proposed adoption of **Resolution No. 24-51**, declaring surplus certain City-owned personal property and authorizing the sale or disposal of such property.

Discussion was held on the item.

4. Proposed adoption of **Resolution No. 24-52**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Consulting Group for Land Surveying and Engineering Services for the 2024 Local Streets Improvement Project.

Discussion was held on the item.

At 6:33 p.m. Mayor Martinez opened the public comment period for Item 4 of the Consent Calendar.

Ofelia Ochoa thanked Congressman John Duarte for championing on behalf of the City for funding for road repairs and commented on the condition of the Rojas-Pierce Park Main Pavilion and thanked the City for their work.

At 6:34 p.m. Mayor Martinez closed the public comment period for Item 4 of the Consent Calendar.

A motion was made by Council Member Alonso to approve item 4 of the Consent Calendar, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

At 6:35 p.m. Mayor Martinez opened the public comment period for Item 3 of the Consent Calendar and seeing no one willing to comment closed it within the same minute.

A motion was made by Council Member Alonso to approve item 3 of the Consent Calendar, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

PUBLIC HEARING

1. Proposed adoption of **Resolution No. 24-53**, finding an exemption from the California Environmental Quality Act and amending the City of Mendota General Plan Update 2005-2025 by adopting the 2023-2031 Housing Element.

Mayor Martinez introduced the item and Assistant City Planner Czeshinski provided the report.

Discussion was held on the report provided by Assistant City Planner Czeshinski.

At 6:49 p.m. Mayor Martinez opened the hearing to the public.

Discussion was held on the City of Mendota General Plan Update 2005-2025 and the 2023-2031 Housing Element.

At 6:50 p.m. Mayor Martinez closed the hearing to the public.

A motion was made by Mayor Pro Tem Lopez to adopt Resolution No. 24-53, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Alonso).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) August Monthly Logs

The City Council thanked Chief of Police Smith for a letter he issued to businesses in the City regarding the need to beautify their locations.

Chief of Police Smith commented on the letter he issued to businesses in the City regarding the need to beautify their locations.

Discussion was held on the letter issued to businesses in the City and the need for everyone to work together to improve and beautify the community.

At 6:53 p.m. Mayor Pro Tem Lopez left the Council Chambers and returned at 6:54 p.m.

Chief of Police Smith provided the monthly updates and reports for the Animal Control Department, Code Enforcement Department and Police Department; reported that Officer Vasquez participated in the Mothers Against Drunk Driving 5K Walk/Run; Mendota Police Department (“MPD”) officers patrolling the drag racing event that took place in the City; upcoming events including the MPD conducting a Driving Under the Influence checkpoint on September 20th and September 26th; commented on MPD officers assisting with the Kerman Harvest Festival; and the MPD participating in the Breast Cancer Awareness campaign, including seeking local businesses to sponsor the MPD’s Breast Cancer Awareness campaign.

Discussion was held on stray dogs in the City, including the resources that the City is expending to catch stray dogs; the possibility of purchasing pink City of Mendota hats and the grand opening of the new City Council Chambers and Mendota Police Department.

2. City Attorney

Assistant City Attorney Castro nothing to report.

3. City Manager

City Manager Gonzalez reported on the Grand Opening event for Starbucks; the Mendota Police Department's You Got Served a Starbucks by a Cop event; status of the new Police Department and City Council Chambers; a compliance inspection that took place at the 5 Points Facility; and a recent Community Center meeting and an upcoming Community Center meeting.

Discussion was held on the Citywide Streetlight Inventory and Evaluation project; the status of purchasing new streetlights; status of the Roundabout Project on State Highways 180 and 33; the possibility of connecting property owners of empty lots to potential buyers in the City; and the Pool Park Rehabilitation Project.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Mayor Pro Tem Lopez commented on the California Department of Transportation and the Fresno Arts Council painting electrical boxes in the City; the Vista Square grand opening; the status of the Community Center project; Suicide Prevention Month, including providing a quote in relation to Suicide Prevention Month; the Red Ribbon Week celebration in Tranquility, including whether the Mendota Police Department can participate; thanked the audience for attending; and thanked Mr. and Ms. Leyva for sharing their concerns.

Council Member Alonso requested that Chief Smith issue a letter regarding individuals illegally parking in handicapped spots; commented on the Vista Square grand opening; a ride along he had with City Manager Gonzalez and Luis Martinez with the office of Senator Caballero to advocate on behalf of the City.

Council Member Riofrio commented on the possibility of modifying the street sweeping hours near Mendota High School due to traffic impacting the efficiency of the street sweeper; the status of the Dirt Soccer Field and the condition of the Danny Trejo Soccer Field.

Discussion was held on the Danny Trejo Soccer Field and Dirt Soccer Field and the Facility Use Policy.

2. Mayor

Mayor Martinez thanked to staff; thanked the audience for attending; thanked the City Council for their work; commented on ongoing projects in the City and the need to continue to work to improve the community.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Westlands Water District
Under Negotiation: Price and Terms of Payment
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (two potential cases).
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APN 013-050-21T
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Karina Beltran
Under Negotiation: Price and Terms of Payment

At 7:25 p.m. the City Council moved into closed session.

At 8:17 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 through 3 there were no reportable actions.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:17 p.m. by Council Member Alonso, seconded by Council Member Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Rosales).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
09/11/2024 - 09/13/2024
CK# 055340 - 055374

Check Date	Check Number	Check Amount	Vendor Name	Department	Description
September 11, 2024	55340	\$ 175,481.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 8/26/2024 - 9/08/2024
September 13, 2024	55341	\$ 324.12	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICE FOR DMV AND CITY HALL 9/13/2024 - 10/12/2024
September 13, 2024	55342	\$ 675.70	AG & INDUSTRIAL SUPPLY INC.	GENERAL	(180) PIP S80 PVC PIPE 2" BULK 20' PIECE, (1) HYD HOSE 1/2 2WIRE GLOBAL FITTING & FLAT
September 13, 2024	55343	\$ 132.00	ALTA LANGUAGE SERVICES, INC.	GENERAL	(2) LISTENING & SPEAKING SPANISH - TEST
September 13, 2024	55344	\$ 2,497.62	AMAZON CAPITAL SERVICES, INC	GENERAL, WATER, SEWER	AUGUST ITEMS-HP27" FULL CURVED MONITOR, MICROSOFT SURFACE DOCK, TORK HAND TOWEL ROLL NATURAL, BLUETOOTH NUMBER PAD
September 13, 2024	55345	\$ 734.11	AT&T	GENERAL, WATER, SEWER	AT&T PHONE SERVICES FOR 7/25/2024 - 8/24/2024
September 13, 2024	55346	\$ 66.28	AUTOZONE, INC.	WATER	(1) ENGINE DAYTON, FORD BLUE, CHEVY ORANGE PAINT-WTP, (1) ADJUSTABLE WRENC, (1) TONGUE & GROOVE
September 13, 2024	55347	\$ 2,108.78	BADGER METER	WATER	BADGER METER- ORION CELLULAR LTE SERVICE FOR AUGUST 2024
September 13, 2024	55348	\$ 247.55	CINTAS CORPORATION NO. 2	GENERAL, WATER, SEWER	FIRST AID KIT SERVICE FOR POLICE DEPARTMENT, CITY HALL, PUBLIC WORK & WATER PLANT OFFICE
September 13, 2024	55349	\$ 4,161.28	COMCAST	GENERAL, WATER, SEWER	CITYWIDE XFINITY SERVICES 9/06/2024 - 10/05/2024
September 13, 2024	55350	\$ 3,422.46	COOK'S COMMUNICATIONS	GENERAL	(1) REPAIR FROM FACTORY KENWOOD CONTROL HEAD, (1) KENWOOD SPEC STANDARD 8PIN MOBILE & INSTALL #M89
September 13, 2024	55351	\$ 2,732.36	CORE & MAIN LP	WATER	(1) ANGLE METER NO LEAD, (1) 2CTS SS INSERT, (2) NO LEAD CPLG, (3) DBL STRAP BRNZ, BALL CORP PROJECT
September 13, 2024	55352	\$ 410.11	BRADY CRENSHAW	GENERAL	FUEL COST REIMBURSEMENT OF CITY VEHICLE 7/31/2024, TRAVEL EXPENSE FIELD TRAINING OFFICER 9/22/2024 - 9/27/2024 (PD)
September 13, 2024	55353	\$ 646.74	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING DAILY NOTICES JANUARY, MARCH AND AUGUST 2024
September 13, 2024	55354	\$ 1,215.78	EINERSON'S PREPRESS	GENERAL, WATER, SEWER	70 POUND SMOOTH PREMIUM WHITE PAPER/ FULLCOLOR/ LETTER, (5) 500 ACCOUNTS PAYABLE CHECKS/PACKLOWEST # / FACEDOWN
September 13, 2024	55355	\$ 3,346.11	FARMERS LUMBER AND SUPPLY CO.	GENERAL	(90) 6X6X7 PRESSURE TREATED WOOD FOR POOL PARK
September 13, 2024	55356	\$ 4,976.00	FONROCHE LIGHTING AMERICA, INC	STREETS	(1) SAAN 16310W - LIGHTPOLE BRONZE ANCHOR BASE BOLTS
September 13, 2024	55357	\$ 15,834.53	FRESNO COUNTY SHERIFF	GENERAL, WATER	DISPATCH SERVICES - OCTOBER 2024, AND RMS-JMS ACCESS FEE AUGUST 2024 (PD)
September 13, 2024	55358	\$ 945.97	FRESNO WIRE ROPE & RIGGING, IN	GENERAL	(2) 1000', (10) THIMBLE (10) FORGED CLP FOR POOL PARK
September 13, 2024	55359	\$ 1,045.42	GRAINGER INC.	WATER	AXIAL FAN, ROUND, 6-25 / 32" H, 190-235 CFM MANUFACTURER, AXIAL FAN, ROUND, 6-25 / 32" H, 190 / 235 CFM MANUFACTURER
September 13, 2024	55360	\$ 325.00	INSYARATH, KHAMPHOU	GENERAL	MONTH OF JULY 2024 STATS 8/8/2024 (PD)
September 13, 2024	55361	\$ 1,569.42	JORGENSEN COMPANY, JORGENSEN C	GENERAL	(15) FIRE EXT ANNUAL MAINT, (18)FIRE EXT RECHARGE (PD)
September 13, 2024	55362	\$ 9,909.25	LIGHTHOUSE ELECTRICAL INC	WATER	WTP BOOSTER PUMP VFD REPLACEMENT- 35 % ARRIVAL MATERIAL, WTP BOOSTER PUMP VFD REPLACEMENT 30% COMPLETION
September 13, 2024	55363	\$ 300.00	DAVID MALDONADO	GENERAL	TRAVEL EXPENSE SUPERVISOR COURSE 9/9/2024 - 9/20/2024 (PD)
September 13, 2024	55364	\$ 572.61	MENDOTA 1 SMOG	GENERAL	2019 DODGE CHARGER : FILTER AND MOTOR OIL CHANGE, 2015 FORD POLICE INTERCEPTOR CHECK FOR SIREN LIGHT NO WORKING
September 13, 2024	55365	\$ 101.70	METRO UNIFORM	GENERAL	(1) P/C LSSH MNS LTBL, (2) MENDOTA PD SHOULDER PATCH
September 13, 2024	55366	\$ 178,744.74	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICE FOR JULY 2024 BILL FOR JUNE 2024 AND FOR AUGUST 2024 BILL FOR JULY 2024
September 13, 2024	55367	\$ 1,000.00	NETXPERS LLC	GENERAL, WATER, SEWER	MONTHLY MANAGED SERVICE CONTRACT FOR SEPTEMBER 2024
September 13, 2024	55368	\$ 5,089.66	NORTHSTAR CHEMICAL	WATER	(740) SODIUM HYPOCHLORITE - 12.5% MILL A MEETS NSF/AN, (750) SODIUM HYPOCHLORITE - 12%MILL A MEETS NSF/ANSI
September 13, 2024	55369	\$ 25.00	JUAN PEREZ	GENERAL	EXPENSE REIMBURSEMENT PAID FOR GAS ON A NEW UNIT FROM DINUBA TO MENDOTA
September 13, 2024	55370	\$ 29,119.21	PG&E	GENERAL, WATER, SEWER, STREETS	CITYWIDE UTILITIES FOR 7/09/2024-8/06/2024
September 13, 2024	55371	\$ 643.72	RAMON'S TIRE & AUTO	GENERAL, STREETS	LOOSE TIRE & WHEEL FOR DUMP TRAILER - NEW RADIAL , 2018 FORD (1) TIRE INSTALLATION PACKAGE, (1) VALVE STEM

CITY OF MENDOTA
 CASH DISBURSEMENTS
 09/11/2024 - 09/13/2024
 CK# 055340 - 055374

September 13, 2024	55372	\$ 1,613.77	RED WING BUSINESS ADVANTAGE AC	WATER, SEWER	(8) BOOT REPLACEMENT PER MOU
September 13, 2024	55373	\$ 9,131.25	RRM DESIGN GROUP	GENERAL	CITY HALL AND POLICE STATION CONSTRUCTION AUGUST 2024
September 13, 2024	55374	\$ 29.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 8/21/2024 - 9/20/2024 (PD)

\$ 459,179.20

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NORA VALDEZ, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE CONSULTANT SERVICES AGREEMENT FROM PROVOST & PRITCHARD CONSULTING GROUP FOR THE PREPARATION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT AND NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION FOR THE SECOND STREET STORMWATER PROJECT
DATE: OCTOBER 1, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-54, approving the Consultant Services Agreement from Provost & Pritchard Consulting Group for the preparation of California Environmental Quality Act and National Environmental Policy Act documentation for the Second Street Stormwater Project?

BACKGROUND

The Council for Watershed Health, the City Engineer and staff at Provost & Pritchard Consulting Group have been performing Technical Assistance (“TA”) services utilizing Proposition 1 Stormwater funding to design stormwater management infrastructure to mitigate the flooding that occurs at the intersection of Second Street and Naples Street and along Second Street from Marie Street to Bass Avenue. The TA work will produce concept level plans and an application package for the Environmental Protection Agency (“EPA”) Overflow and Stormwater Grant Program (“OSG”) to fund the construction of the project.

ANALYSIS

The project will include “grey” and “green” components to address the stormwater management objective and involves improvements to the “Triangle Park” at the intersection of Bass Avenue and Second Street.

In order to provide a complete OSG application package, the City must prepare documentation in accordance with the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”). In coordination with the State Waterboard, it has been determined that a Categorical Exemption with desktop level biological and cultural surveys will be sufficient to comply with CEQA with the desktop surveys being sufficient to complete the requisite NEPA documentation.

FISCAL IMPACT

The fee of \$10,000.00 will be paid from the Water & Sewer Enterprise Fund. This will not impact the General Fund. There is approximately \$7 million earmarked for the City for the construction of this project under the OSG program.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-54, approving the Consultant Services Agreement from Provost & Pritchard Consulting Group for the preparation of California Environmental Quality Act and National Environmental Policy Act documentation for the Second Street Stormwater Project.

Attachments:

1. Resolution No. 24-54
2. Exhibit “A” – Consultant Services Agreement

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

RESOLUTION NO. 24-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE CONSULTANT SERVICES AGREEMENT FROM PROVOST & PRITCHARD CONSULTING GROUP FOR THE PREPARATION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT AND NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION FOR THE SECOND STREET STORMWATER PROJECT

WHEREAS, Provost & Pritchard Consulting Group is currently providing Proposition 1 funded Stormwater Technical Assistance through the Council for Watershed Health for the Second Street Stormwater project; and

WHEREAS, the Environmental Protection Agency’s Overflow and Stormwater Grant Program has approximately \$7 million earmarked for the City of Mendota for the construction of this project; and

WHEREAS, the application for the construction funding requires the completion of documentation under the California Environmental Quality Act (“CEQA”) and National Environmental Policy Act (“NEPA”) for completion; and

WHEREAS, Provost & Pritchard Consulting Group has submitted a proposal that is acceptable to City staff to provide the appropriate CEQA and NEPA documentation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the Consultant Services Agreement submitted by Provost & Pritchard Consulting Group is hereby approved in substantially the form attached hereto as Exhibit “A,” respectively, and that the City Manager, or his designee, is hereby authorized to execute the document.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, 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 1st day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

CONSULTANT SERVICES AGREEMENT

City of Mendota

Client/Agency

Cristian Gonzalez

Attention

City of Mendota

Bill to

643 Quince Street

Billing Address

Mendota, CA 93640

City, Zip Code

2nd Street Stormwater Project

Project Title

Proposal No.

(559) 655-3291 x105

Telephone

(559) 655-4064

Fax

cristian@cityofmendota.com

Email

Mendota, CA

Location

DESCRIPTION OF SERVICES

Preparation of CEQA Notice of Exemption (NOE) documentation with “desktop” biological and cultural surveys and preparation of NEPA “crosscutter” forms for the subject project in support of an EPA Overflow and Stormwater Grant (OSG) application for construction funding for a fixed fee of \$10,000.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

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

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant

\\EgnyteDrive\Clients\Mendota_City of-3336\3336OG01_On-Going\100\105 Grants & Loans\105.70 Stormwater Grants\OSG\2024 0924 Mendota CSA_2ndStStormwater v2.docx

shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product 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.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees 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 such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant 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.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold

harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. 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 sixty (60) 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 for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor 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 its 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.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. 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, at Client's option, 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.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add

such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. 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 Section 31.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. 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.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

- 36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
- 37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
- 38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
- 39. 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 current 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.
- 40. 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.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client/Agency

By

Name

Title

Date Signed

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group



By

Heather Bashian, PE

Name

Director Of Operations

Title

Date Signed

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PROVIDING DIRECTION TO STAFF REGARDING THE PURCHASE OF THE SCOREBOARD FOR THE ALFREDO MURATALLA BASEBALL FIELD
DATE: OCTOBER 1, 2024

ISSUE

Shall the City Council provide direction to staff regarding the purchase of the scoreboard for the Alfredo Muratalla Baseball Field?

BACKGROUND

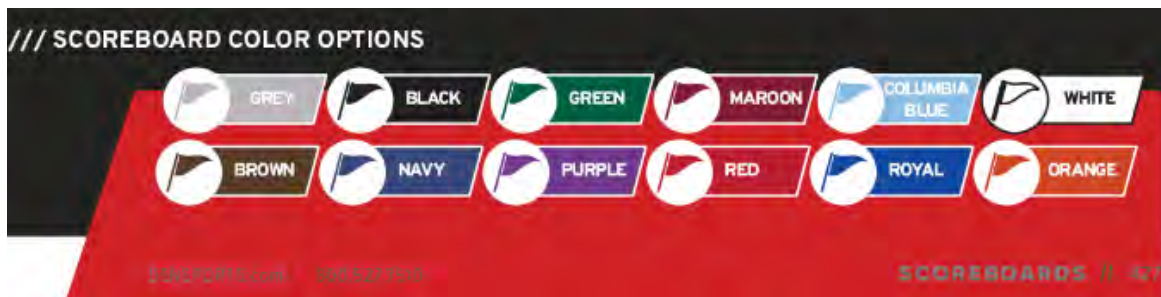
At its June 25, 2024 regular meeting, the City Council unanimously approved to dedicate the new baseball field at Rojas-Pierce Park in honor of late Mendota resident Alfredo Muratalla.

ANALYSIS

As the City prepares to formally dedicate the baseball field, staff is seeking input and direction from the City Council on the color and style of the scoreboard. Staff is also requesting that the City Council establish a “not to exceed” purchase amount for the scoreboard.

There are various colors and styles of scoreboards with varying price points. Staff reached out to scoreboard vendors who provided several available options and mockups. An overview of the options provided by one vendor (BSN Sports) is shown in the attached documents.

The following are available scoreboard color options (color options may differ depending on the ultimate vendor that is awarded the final bid):



The following are available letter and trim options (color options may differ depending on the ultimate vendor that is awarded the final bid):

White, Black, Yellow Gold, Vegas Gold, Silver, Turquoise, Maroon, Purple, Royal Blue, Ice Blue, Green, Gray, Orange, Brown

FISCAL IMPACT

At this time the City Council is not formally authorizing the purchase of the scoreboard for the Alredo Muratalla Baseball Field. The City Council is only providing input and direction on the item. There is no fiscal impact for providing input or direction. The fiscal impact related to the purchase of the scoreboard in the future is yet to be determined but will be funded through the General Fund.

RECOMMENDATION

Staff recommends that the City Council provide direction to staff on the preferred design, colors, and not to exceed amount for the scoreboard. Staff also recommends that the City Council direct staff to formally obtain quotes/bids in accordance with the City's purchasing policy for the scoreboard and bring back a formal item at a future City Council meeting for the purchase of the scoreboard for the Alfredo Muratalla Baseball Field.

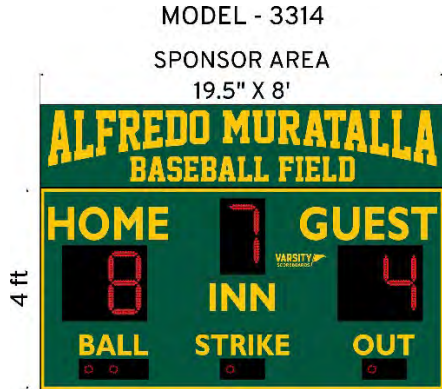
Attachments:

1. Mockups provided by Varsity Scoreboards
2. Scoreboard Options provided by BSN Sports

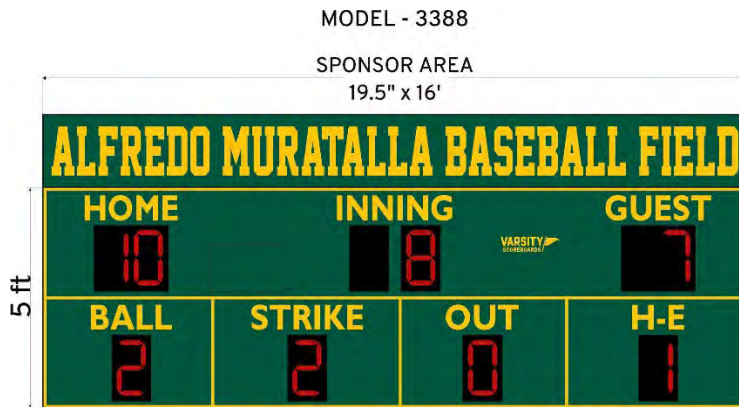
ATTACHMENT 1

Scoreboard mockups provided by Varsity Scoreboards

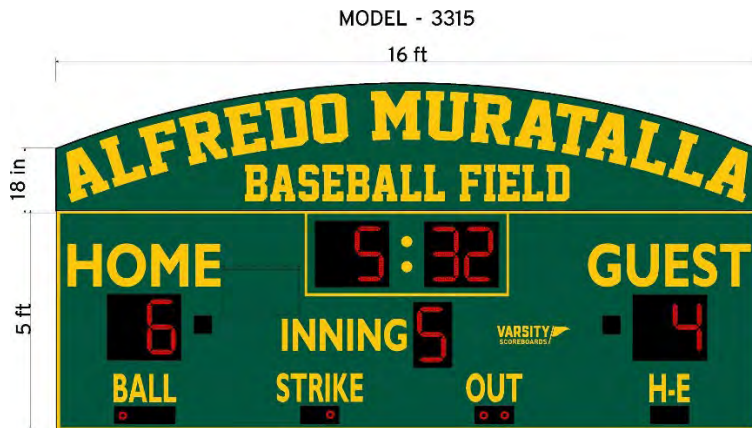
Varsity Scoreboard – Model 3388 (Estimated Price: \$4,997.05)



Varsity Scoreboard – Model 3388 (Estimated Price: \$8,454.02)



Varsity Scoreboard – Model 3315 (Estimated Price: \$8,464.95)



ATTACHMENT 2

Scoreboard Options provided by BSN Sports


/// BASEBALL SCOREBOARDS

1459536

8' X 4' BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes handheld wireless remote control

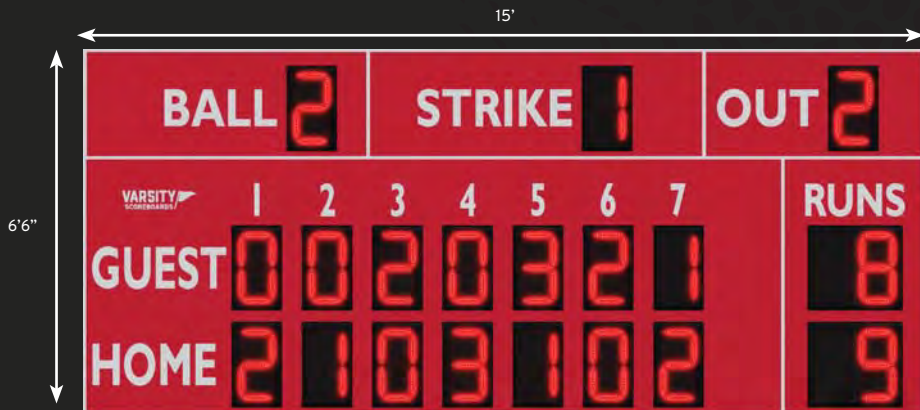
5 Year Limited Warranty

 \$4,999⁹⁹



OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459537	8' INDOOR SCHOOL/SPONSOR PANEL	\$749 ⁹⁹
1459538	8' INDOOR TRUSS	\$2,049 ⁹⁹



OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459543	15' OUTDOOR SCHOOL/SPONSOR PANEL	\$1,349 ⁹⁹
1459544	15' OUTDOOR TRUSS	\$3,949 ⁹⁹

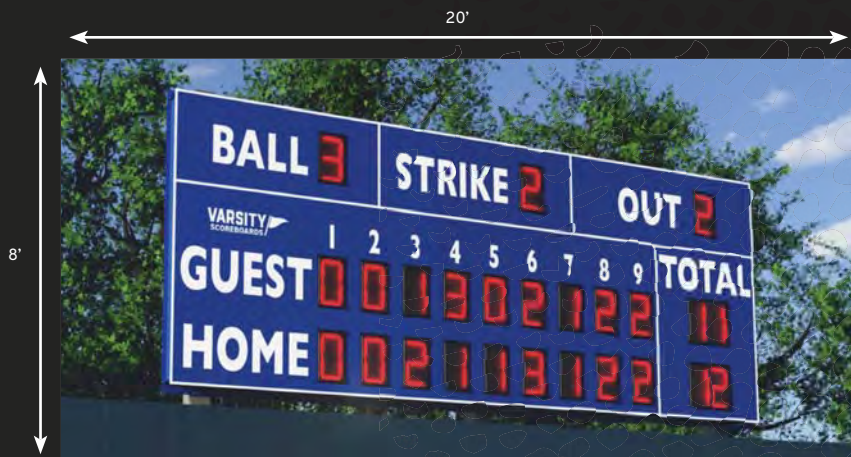
1459542

15' X 6'6" BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes wireless remote control

5 Year Limited Warranty

 \$13,499⁹⁹



OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459540	20' OUTDOOR SCHOOL/SPONSOR PANEL	\$1,599 ⁹⁹
1459541	20' OUTDOOR TRUSS	\$4,999 ⁹⁹

1460615

20' X 8' BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes wireless remote control

5 Year Limited Warranty

 \$14,499⁹⁹



20'



1468177

20' X 6'6" BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes wireless remote control

5 Year Limited Warranty

🚩 \$15,999

OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459540	20' OUTDOOR SCHOOL/SPONSOR PANEL	\$1,599 ⁹⁹
1459541	20' OUTDOOR TRUSS	\$4,999 ⁹⁹



1468191

8' X 5' BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes wireless remote control

5 Year Limited Warranty

🚩 \$6,749

OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459537	8' INDOOR SCHOOL/SPONSOR PANEL	\$749 ⁹⁹
1459538	8' INDOOR TRUSS	\$2,049 ⁹⁹



1459533

9' X 6' BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes wireless remote control

5 Year Limited Warranty

🚩 \$7,999⁹⁹

OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459534	9' OUTDOOR SCHOOL/SPONSOR PANEL	\$910
1459535	9' OUTDOOR TRUSS	\$2,249 ⁹⁹



1468206

4' X 4' BASEBALL PITCH CLOCK

- 26" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes wireless remote control and receiver
- Optional rolling leg assembly with pneumatic tires
- For standalone use, works independently of scoreboard

5 Year Limited Warranty

🚩 \$3,999⁹⁹

16'



1459529

16' X 5' BASEBALL SCOREBOARD

- 15" LED digits with protective shields
- Galvanized steel cabinet with powder coat finish
- Includes handheld wireless remote control

5 Year Limited Warranty

🚩 \$7,499

OPTIONS

1459530	CONTROLLER CARRYING CASE	\$209 ⁹⁹
1459531	16' OUTDOOR SCHOOL/SPONSOR PANEL	\$1,299 ⁹⁹
1459532	16' OUTDOOR TRUSS	\$3,999 ⁹⁹



Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: September 24, 2024

Engineering Projects:

1. Rojas Pierce Park:
 - CDBG funded Phase 3: Restroom & Concession Building in progress
 - Working with staff for improvements to new soccer field
2. Well 10 and Water Main Relocation
 - Construction documents are completed and potential to bid and construct this fall; Coordination with USBR, BB Limited & PG&E
3. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Winter 2024
4. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
5. Mendota Stormwater Improvement Project
 - Construction completed
6. Derrick & Oller Roundabout
 - 100% Construction Documents reviewed by Caltrans
 - Construction funding authorization anticipated in late October
7. Westside Water Tank & Booster Pump
 - ARPA funded design in progress
 - Coordinating with Amador & Smoot Extension design
 - Construction anticipated in Winter 2024
8. 5th & Quince Street Reconstruction:
 - Design in progress
 - Construction authorization in FFY 23/24
9. Amador & Smoot Extension:
 - Design in progress
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 24/25
 - Coordinating with WWD for easement/right-of-way/land
10. 2025 Local Street Reconstruction:
 - Design in progress
 - Construction funded with CPFCDs Congressional Appropriations in FFY 24/25
11. Divisadero Street Reconstruction:
 - \$985,157 in STBG funding programmed for construction in FFY 25/26
 - Design in progress

Planning/Development Projects

1. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
 - Providing legal descriptions of land for WWD use in consent agreement with USBR
2. Airport Reuse
 - Revising concepts for reuse.

GIS/Mapping Projects

1. Citywide Streetlight Inventory and Evaluation
 - All lights are mapped; additional streetlight needs in east side identified

Grant Applications:

1. Triangle Park & Pool Park:
 - Assisted in various Grant applications for both parks
2. Marie Street Reconstruction:
 - Application for \$2.25 million in CMAQ funding submitted to FCOG for competitive call for projects was not successful but included in new opportunity headed by FCOG for CPRG funding
3. 2nd Street Stormwater Project:
 - Prop 1 TA funded preliminary engineering in progress
 - Application to be submitted for \$7.5 million in OSG funding in Fall 2024

On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to staff for grant obligations & opportunities
4. Coordination with USACOE for Panoche Creek flood study
5. Following up with FAA for airport closure
6. Assistance with Community Center project

Overall P&P Staff engaged (month of August):

- Engineers: 11
- Planners: 3
- Surveyors: 4
- Environmental Specialist: 1
- GIS/CAD Specialists: 4
- Construction Manager: 0
- Project Administrator: 1
- Public Relations: 2

Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost
NTP – Notice to Proceed
CUCCAC – California Uniform Construction Cost Accounting Commission
STBG – Surface Transportation Block Grant

CMAQ – Congestion Mitigation and Air Quality (grant)
ATP – Active Transportation Plan (grant)
RFP – Request for Proposal
RFA- Request for Authorization (for grant funding)
FCOG – Fresno Council of Governments

ADA – Americans with Disabilities Act
DBE – Disadvantaged Business Enterprise
TTC – Technical Transportation Committee (through FCOG)

RTP/SCS – Regional Transportation Plan, Sustainable
Communities Strategies
OSG – Sewer Overflow and Stormwater Reuse Grant