

CITY OF MENDOTA

“Cantaloupe Center Of The World”

ROLANDO CASTRO
Mayor
JESUS MENDOZA
Mayor Pro Tem
JOSE ALONSO
JOSEPH R. RIOFRIO
OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL Regular City Council Meeting CITY COUNCIL CHAMBERS 643 QUINCE STREET June 8, 2021 6:00 PM

CRISTIAN GONZALEZ
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.

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. Notification of at least forty-eight 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 8 a.m. y las 5 p.m. De lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

If you would like to participate in this meeting via Zoom, please use the following information:

Dial-in number: 1(669) 900-6833 Meeting ID: 481 456 459 Password: 93640
<https://zoom.us/j/481456459?pwd=S1ZEc0VYaXRRTFp6c293cHMvQIA1dz09>

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 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 May 25, 2021 and special City Council meeting of June 2, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. MAY 25, 2021 THROUGH JUNE 2, 2021
WARRANT LIST CHECK NOS. 50342 THROUGH 50392
TOTAL FOR COUNCIL APPROVAL = \$753,230.41
2. Proposed adoption of **Resolution No. 21-35**, approving the School Resource Officer Agreement with the Mendota Unified School District.

BUSINESS

1. Council discussion and consideration of **Resolution No. 21-34**, approving and adopting the Fiscal Year 2021-2022 operating budget for the City of Mendota.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Resolution No. 21-34 for adoption*
2. Council discussion and consideration of **Resolution No. 21-36**, conditionally approving the remaining exclusive-use permits for City facilities for 2021.
 - a. *Receive report from Finance Officer Diaz*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Resolution No. 21-36 for adoption*

3. Council discussion and consideration of **Resolution No. 21-37**, authorizing staff and consultants to prepare necessary documentation for the issuance of bonds to refund and prepay certain outstanding obligations and to finance a new City Hall and Police facilities; and approving financing team members in connection therewith.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Resolution No. 21-37 for adoption*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Officer
 - a) Grant Update
2. City Engineer
 - a) Update
3. City Attorney
 - b) Update
4. City Manager

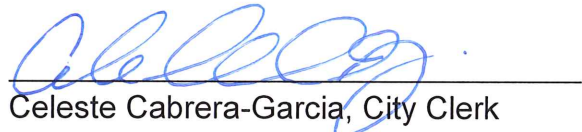
MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

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 June 8, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, June 4, 2021 at 3:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

May 25, 2021

Meeting called to order by Mayor Castro at 6:03 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso and Joseph Riofrio

Council Members Absent: Councilor Oscar Rosales

Flag salute led by Mayor Castro

Invocation led by Police Chaplain Lugo

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 Alonso; unanimously approved (4 ayes, absent: Rosales).

PRESENTATION

1. Chief of Police Smith to provide information on the police department's chaplaincy program.

Chief Smith introduced Police Chaplain Lugo and provided information on the police department's chaplaincy program.

Police Chaplain Lugo provided information on the police chaplaincy program.

Discussion was held on the program.

2. Council to receive an update on the Boca Del Rio and Odyssey cannabis projects.

City Manager Gonzalez introduced Dustin Moore with Boca Del Rio.

Dustin Moore with Boca Del Rio provided an update on the Boca Del Rio and Odyssey projects; and announced that the agency would be providing a donation to the Mendota Community Corporation (MCC) for various projects and events.

Discussion was held on hiring efforts for the project.

Anthony Thomas (Cresco Labs) – commented on Cresco Labs' partnership with the City.

Discussion was held on the comments made by Mr. Thomas, and the Council thanked Boca Del Rio and Odyssey for their work.

3. NHA Advisors to provide a presentation on the financial feasibility analysis of the City Hall and Police Facility Complex.

City Manager Gonzalez provided information on the item.

Eric Scriven, Leslie Bloom, and Christian Sprunger with NHA Advisors provided a presentation on the financial feasibility analysis of the City Hall and Police Facility Complex.

Discussion was held on the presentation and the information provided.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of May 11, 2021.
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 Mendoza to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Rosales).

CONSENT CALENDAR

1. MAY 12, 2021 THROUGH MAY 18, 2021
WARRANT LIST CHECK NOS. 50300 THROUGH 50341
TOTAL FOR COUNCIL APPROVAL = \$189,611.28
2. Proposed adoption of **Resolution No. 21-32**, approving and accepting the public improvements constructed for Tract No. 6218 “La Colonia.”
3. Proposed adoption of **Resolution No. 21-33**, designating surplus real property.

A motion was made by Councilor Riofrio to approve items 1 through 3 of the Consent Calendar, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

BUSINESS

1. Council discussion and consideration of **Ordinance No. 21-07**, approving amendments to Chapter 8.37 of Title 8 of the Mendota Municipal Code to repeal the cannabis retail business license cap.

Mayor Castro introduced the item and City Planner O’Neal provided the report.

A motion was made by Councilor Alonso to waive the second reading of and adopt Ordinance No. 21-07, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Rosales).

2. Council discussion and consideration of **Ordinance No. 21-08**, approving amendments to Chapter 17.99 of Title 17 of the Mendota Municipal Code to repeal the cannabis dispensary ban in the Commercial Cannabis Overlay District.

Mayor Castro introduced the item and City Planner O’Neal provided the report.

A motion was made by Councilor Alonso to waive the second reading of and adopt Ordinance No. 21-08, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Rosales).

3. Council discussion and consideration of **Ordinance No. 21-09**, approving the entrance into a development agreement in the matter of Application No. 20-22, the Element 7 Mendota, LLC project.

Mayor Castro introduced the item and City Planner O’Neal provided the report.

Discussion was held on the item.

A motion was made by Councilor Riofrio to waive the second reading of and adopt Ordinance No. 21-09, seconded by Councilor Alonso; unanimously approved (4 ayes, absent: Rosales).

4. Council discussion and consideration of **Ordinance No. 21-10**, approving amendments to Chapter 8.32 of Title 8 of the Mendota Municipal Code regarding alarm systems and Chapter 15.04 of Title 15 of the Mendota Municipal Code regarding electrified fencing.

Mayor Castro introduced the item and City Planner O'Neal provided the report.

A motion was made by Councilor Riofrio to waive the second reading of and adopt Ordinance No. 21-10, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

5. Council discussion and consideration of the proposed budget for fiscal year 2021/2022 and **Resolution No. 21-34**, approving and adopting the fiscal year 2021-2022 operating budget for the City of Mendota.

Mayor Castro introduced the item and City Manager Gonzalez provided the report.

Discussion was held on the item and the possibility of holding a special City Council meeting to discuss the item.

A motion was made by Councilor Alonso to table the item to a special City Council meeting to be held on June 2nd at noon, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Rosales).

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-11**, adding Chapter 2.56 to Title 2 of the Mendota Municipal Code to establish uniform administrative appeal procedures.

Mayor Castro introduced the item and City Attorney Kinsey provided the report.

At 7:41 p.m. Mayor Castro opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Riofrio to waive the second reading of and adopt Ordinance No. 21-11, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

2. Council discussion and consideration of **Ordinance No. 21-12**, amending Chapter 1.20 of Title 1 of the Mendota Municipal Code (MMC) and adding Chapter 2.54 to

Title 2 of the MMC to establish a uniform procedure for the assessment, levying, collection, and appeal of penalties issued for violations of City ordinances.

Mayor Castro introduced the item and City Attorney Kinsey provided the report.

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

A motion was made by Councilor Alonso to waive the second reading of and adopt Ordinance No. 21-12, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Rosales).

3. Council discussion and consideration of **Ordinance No. 21-13**, amending Chapter 10.12 of Title 10 of the Mendota Municipal Code to permit impoundment of vehicles in violation of parking restrictions.

Mayor Castro introduced the item and City Attorney Kinsey provided the report.

Discussion was held on the item.

At 7:46 p.m. Mayor Castro opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Riofrio to waive the second reading of and adopt Ordinance No. 21-13, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Smith provided the report for the Code Enforcement and Animal Control departments including monthly statistics.

Discussion was held on the information provided by Chief Smith, and the possibility of having a dog vaccine clinic.

Chief Smith provided the report for the Police Department including the department providing police canine services to FCI-Mendota; and crime statistics and trends.

Discussion was held on traffic enforcement; and the last day of school.

2. City Attorney
 - a) Update

City Attorney Kinsey stated that there was nothing to report.

Discussion was held on the status of the abatement process for the case at 6th and Lolita Streets; and the reopening process in response to the pandemic.

3. City Manager

City Manager Gonzalez reported on the upcoming Danny Trejo Soccer Field grand opening; the status of the basketball court resurfacing project; the Salvadoran consulate providing their services in June; the status of the City's tax sharing agreement with Fresno County; the Mendota vs. Cresco Labs charitable softball game; an operator who would like to operate out of the Five Points facility; an illegal cannabis grow near the City; the status of the Mendota Mural Project; the status of painting curbs red; the police department and public works appreciation events that were held; and requested direction from the Council on how the City should address utility accounts that are delinquent.

Discussion was held on the information provided by City Manager Gonzalez.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Riofrio commented on the delinquent utility accounts; and reopening process in response to the pandemic.

Mayor Pro Tem Mendoza commented on the Mendota vs. Cresco Labs charitable softball game; that he recently attended the Mendota High School Senior Banquet to present the MCC scholarships; and fundraising efforts for upcoming MCC events.

Councilor Alonso commented on the Robert Silva Remembrance Event; the law enforcement and public works appreciation weeks; the Mendota vs. Cresco Labs charitable softball game; the upcoming Danny Trejo Soccer Field grand opening; and congratulated all of the 2021 graduates.

2. Mayor

Mayor Castro commented on the Mendota High School Senior Banquet; the upcoming Danny Trejo Soccer Field grand opening; the Mendota vs. Cresco Labs charitable softball game; and the public works department conducting weed/nuisance abatement at certain properties.

City Clerk Cabrera-Garcia provided an update on the MCC Fireworks Show.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:26 p.m. by Mayor Pro Tem Mendoza, seconded by Councilor Riofrio unanimously approved (4 ayes, absent: Rosales).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

June 2, 2021

Meeting called to order by Mayor Castro at 12:03 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso, Joseph Riofrio, and Oscar Rosales

Council Members Absent: None

Flag salute led by Mayor Castro

At 12:04 p.m. Mayor Castro left the Council Chambers and returned within the same minute.

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 Rosales; unanimously approved (4 ayes; absent: Castro).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §§ 54954.5(f), 54957.6
 - a. Agency Designated Representative: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Administrative Services Director
 - b. Employee Organizations: Mendota Police Officers Association, American Federation of State, County and Municipal Employees, and Unrepresented Management Employees

At 12:06 p.m. the Council moved into closed.

At 12:50 p.m. the Council reconvened in open session and Mayor Castro stated that in regard to item 1 there was no reportable action.

BUSINESS

1. Council discussion and consideration of the proposed budget for fiscal year 2021-2022 and **Resolution No. 21-34**, approving and adopting the fiscal year 2021-2022 operating budget for the City of Mendota.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report.

Finance Officer Diaz reported on the budget.

Discussion was held on the item.

Alex Garcia – commented on the item.

Discussion was held on the item.

At 2:18 p.m. Mayor Castro and Councilor Riofrio left the Council Chambers and Councilor Riofrio returned at 2:19 p.m.

Discussion was held on the item.

A motion was made by Councilor Riofrio to table the item to the June 8th City Council meeting, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Castro).

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 2:50 p.m. by Councilor Riofrio, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Castro).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
5/25/2021-6/2/2021
CHECK# 50342-50392

Date	Check #	Check Amount	Vendor	Department	Description
5/25/2021	50342	\$ 2,500.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN NOTIFICATION FOR 5/18/2021
5/25/2021	50343	\$ 114.98	ADT SECURITY SERVICES	GENERAL-WATER	SECURITY SERVICES FOR 6/3/21-7/2/21 COMMUNITY CENTER & WATER TREATMENT PLANT 6/4/21-7/3/21
5/25/2021	50344	\$ 26,184.79	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR JUNE 2021
5/25/2021	50345	\$ 5,897.48	AMERITAS GROUP	GENERAL	VISION & DENTAL INSURANCE FOR JUNE 2021
5/25/2021	50346	\$ 300.00	GIL'S FLOWERS	GENERAL	FLORAL ARRANGEMENT FOR ROBERT SILVA PLAZA EVENT
5/25/2021	50347	\$ 64.74	HARBOR FREIGHT TOOLS	WATER-SEWER	5/8 IN COUPLER PIN LOCK WITH 2 KEYS, HITCH, BALLMOUNT
5/25/2021	50348	\$ 1,020.99	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER RENTAL 4/15/2021 AND 4/16/2021
5/26/2021	50349	\$ 103,260.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 5/10/2021-5/23/2021
5/28/2021	50350	\$ 669.84	AFLAC	GENERAL	AFLAC INSURANCE FOR THE MONTH OF MAY 2021
5/28/2021	50351	\$ 1,888.52	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL SERVICE 4/12/21-5/11/21
5/28/2021	50352	\$ 501.48	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT MAY 2021
5/28/2021	50353	\$ 1,824.12	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD, STD INSURANCE FOR JUNE 2021
6/2/2021	50354	\$ 1,500.00	AMERICAN ARBITRATION ASSOCIATION	GENERAL	CASE MANAGEMENT FEES AND ARBITRATOR'S COMPENSATION (PD)
6/2/2021	50355	\$ 507.66	AUTOMATED OFFICE SYSTEMS	GENERAL	COPIER CONTRACT SERVICE FOR MAY 2021 (PD)
6/2/2021	50356	\$ 489,443.91	AMERICAN PAVING COMPANY	WATER	MOWRY BRIDGE REPLACEMENT PROJECT 5/1/21-5/24/21
6/2/2021	50357	\$ 264.02	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTALS FOR 5/20/2021, 5/27/2021
6/2/2021	50358	\$ 579.53	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 4/25/21-5/24/21
6/2/2021	50359	\$ 8.02	AUTOZONE, INC.	GENERAL	(1) TURTLE WAX MAX POWER CAR WASH (PD)
6/2/2021	50360	\$ 7,324.26	BSK ASSOCIATES	WATER-SEWER	PROFESSIONAL SERVICES MARCH 2021 MENDOTA BRIDGE CO., WEEKLY GRAB SAMPLE WW WEEKLY 5/4/21, 5/11/21, 5/18/21
6/2/2021	50361	\$ 35.00	CCAC - CITY CLERK ASSOCIATION	GENERAL-WATER-SEWER	EVERYTHING RECORDS MANAGEMENT WORKSHOP 2 (CITY CLERK)
6/2/2021	50362	\$ 355.00	CENTRAL CALIFORNIA ELECTRONICS	GENERAL-WATER-SEWER	COUNCIL CHAMBERS AUDIO/SOUND SYSTEM REPAIR
6/2/2021	50363	\$ 920.60	CORBIN WILLITS SYS INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES FOR JUNE 2021 (MOMS) (ACCOUNTING SOFTWARE)
6/2/2021	50364	\$ 419.98	CROWN SERVICES COMPANY	GENERAL-WATER-SEWER	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A, TOILET W/SINK 1XWK 1300 2ND ST. TOILET 1XWK BASS AVE AND HWY 33
6/2/2021	50365	\$ 258.00	DEPARTMENT OF JUSTICE	GENERAL	(3) FINGERPRINTS APPS MARCH 2021 (PD), BLOOD ALCOHOL ANALYSIS APRIL 2021 (PD)
6/2/2021	50366	\$ 30,875.00	ENGIE SERVICES U.S. INC.	WATER-SEWER	YEAR 1 MV FEES-SOLAR GENERATING FACILITIES
6/2/2021	50367	\$ 133.14	FERGUSON ENTERPRISES,INC 1423	GENERAL	(1) FAUCET 3-3/4" FOR PARKS
6/2/2021	50368	\$ 1,647.04	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(4) HRS TECH SERVICES, INSTALL LANSWEEPER 5/5/21, 5/10/21, 5/19/21, (2) HRS TECH SERVICES
6/2/2021	50369	\$ 143.68	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR MARCH 2021 (PD)
6/2/2021	50370	\$ 64.79	HAVEN'S FOR TOTAL SECURITY, INC.	GENERAL	(2) AMERICAN PADLOCKS FOR PARKS
6/2/2021	50371	\$ 4,898.45	ICAD INC.	WATER	WELL 7 VFD REPLACEMENT, INTALLATION, LABOR AND MATERIAL, MAINT/REPAIR (2) HRS SERVICE WORK & 75 MIL. TRAVEL
6/2/2021	50372	\$ 180.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT STATS FOR APRIL 2021
6/2/2021	50373	\$ 1,800.00	LAW & ASSOCIATES INVESTIGATIONS	GENERAL	LAW ENFORCEMENT BACKGROUND INVESTIGATION-ROTH, LIM, AGUILAR
6/2/2021	50374	\$ 940.12	MENDOTA SMOG & REPAIR	GENERAL	2018 FORD POLICE INTERCEPTOR OIL CHANGE, TIRE ROTATION, 2007 CHEVY SILVERADO, REPLACE RIGHT HEADLIGHT BULB
6/2/2021	50375	\$ 56,785.40	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES FOR APRIL 2021
6/2/2021	50376	\$ 1,411.90	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	(3) PETER PAUL VALVE, (1) MOTOR, G/BROOM (STREET SWEEPER)

CITY OF MENDOTA
 CASH DISBURSEMENTS
 5/25/2021-6/2/2021
 CHECK# 50342-50392

6/2/2021	50377	\$ 1,113.30	NORTHSTAR CHEMICAL	WATER	(540) GALLON SODIUM HYPOCHLORITE 12.5% (WATER)
6/2/2021	50378	\$ 161.96	NOTORIOUS GRAFIX	GENERAL	(1) BANNER - DANNY TREJO SOCCER FIELD
6/2/2021	50379	\$ 119.97	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- TONER LASERJET, LABELS, BATTERIES
6/2/2021	50380	\$ 151.57	RAMON'S TIRE & AUTO SERVICE	GENERAL-STREETS	WATER TRAILER #66 GEN BIAS FARM TUBE, TIRE REPAIR, LAWN GRASS MACHINE- TIRE REPAIR, SPECIALTY TUBE
6/2/2021	50381	\$ 371.00	RED TRIANGLE OIL COMPANY	STREETS	(8) 5-GAL PAIL STREET PAINT
6/2/2021	50382	\$ 53.99	INTERSTATE BATTERIES OF FRESNO	GENERAL	(2) ECONO, DROP OFF AND (2) ATCORE
6/2/2021	50383	\$ 2,835.54	SIGNMAX	STREETS	(20) 12X18 EG ALUM RED & WHITE NO PARKING ANYTIME, (8) 30X30 SCHOOL ZONE SIGNS TRAFFIC SIGNS
6/2/2021	50384	\$ 120.00	KEVIN SMITH	GENERAL	REIMBURSEMENT FOR TOW SERVICES ON 4/23/21
6/2/2021	50385	\$ 336.35	UNION PACIFIC RAILROAD COMPANY	STREETS	ENCROACHMENT FEE-PUBLIC RIGHT-OF-WAY JUNE 2021
6/2/2021	50386	\$ 194.85	TCM INVESTMENTS	GENERAL	COPY MACHINE LEASE-POLICE DEPARTMENT
6/2/2021	50387	\$ 1,075.00	TECH MASTER PEST CONTROL	GENERAL-WATER-SEWER	ROJAS PARK SQUIRREL & GOPHER BAIT STATION MAY 2021, PEST CONTROL SERVICES FOR CITY HALL/DMV/YOUTH CENTER 5/25/21
6/2/2021	50388	\$ 1,078.89	THE HOME DEPOT	GENERAL	(1) 100 FT STAINLESS BIRD SPIKES (PARKS), 1-5 GALLON PAINT/EPOXY MIXER 1 3/4
6/2/2021	50389	\$ 625.00	THE BUSINESS JOURNAL	GENERAL	RFP-SALE OF CITY PROPERTY, LEGAL ADVERTISE-ORDINANCE 21-11: 21-12: 21-13
6/2/2021	50390	\$ 66.96	WECO	GENERAL-WATER-SEWER	(6) RENTAL CYL ACETYLENE #4 OXYGEN D&K MAY 2021
6/2/2021	50391	\$ 150.00	JUAN J. ESTRADA	GENERAL	MO CUSTOMER REFUND FOR EST0005 (UTILITY SERVICE DEPOSIT)
6/2/2021	50392	\$ 53.59	ARLYS AIDA RODAS	GENERAL	MO CUSTOMER REFUND FOR ROD0065 (UTILITY SERVICE DEPOSIT)

\$ 753,230.41

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KEVIN W. SMITH, CHIEF OF POLICE
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE SCHOOL RESOURCE OFFICER AGREEMENT WITH THE MENDOTA UNIFIED SCHOOL DISTRICT
DATE: JUNE 8, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-35, approving the School Resource Officer Agreement with the Mendota Unified School District.

BACKGROUND

The City of Mendota (“City”) and Mendota Unified School District (“MUSD”) entered into a three-year School Resource Officer (“SRO”) agreement prior to school year 2015/2016. Due to its success, the agreement was renewed for an additional three years in July 2018. This current agreement expires on June 30, 2021.

The SROs play a vital role in promoting school safety, enhancing the physical security of students, protecting District employees, students and property, and contributing to the maintenance of a safe and conducive learning environment.

ANALYSIS

The MUSD agrees to fully fund two full-time SROs and fund 75% of the third full-time SRO, with the City covering the remaining 25%. The terms of the agreement are from July 1, 2021 through June 30, 2024.

FISCAL IMPACT

General fund impact as a result of the City covering 25% of the costs associated with one SRO.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-35, approving the School Resource Officer Agreement with the Mendota Unified School District.

Attachment(s):

1. School Resource Officer Agreement between Mendota Unified School District and the City of Mendota

SCHOOL RESOURCE OFFICER
AGREEMENT

BETWEEN

MENDOTA UNIFIED SCHOOL DISTRICT

AND

CITY OF MENDOTA

2021

**SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN
MENDOTA UNIFIED SCHOOL DISTRICT
AND
CITY OF MENDOTA**

RECITALS

This Agreement is entered into on July 1, 2021 between the Mendota Unified School District, hereafter referred to as "District," and the City of Mendota, hereafter referred to as "City," and replaces all prior agreements and understandings between the District and the City on the subject of school resource officers ("SROs"). The District and the City agree as follows:

WHEREAS

- A. The City is a municipal corporation of the State of California located in the County of Fresno, State of California, and has its principal place of business at 643 Quince Street, Mendota, California 93640.
- B. The District is a public school district in the County of Fresno, State of California, and has administrative offices located at 115 McCabe Avenue, Mendota, California 93640.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on the school campuses within the Mendota Unified School District and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Government Code section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishings to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority given wherein to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the "special services" rendered.
- E. The City's police department possesses the special experience, knowledge and expertise necessary for the performance of the "special services" required by this agreement.

WHEREAS, pursuant to Education Code 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to the Educational Code 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses

which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and dangerous situations that encounter.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. Scope of Work

The District desires to utilize the services of qualified and capable SROs at the District's campuses and the City agrees to assign sworn police officers to serve as such qualified and capable SROs at the District's schools. The scope of work performed by SROs pursuant to this Agreement shall be those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.

Generally, the SROs will provide services to the District in the nature of law enforcement, security, and education. Three (3) SROs shall be assigned to the District by the City as of the effective date of this Agreement for the Term of this Agreement.

Subject to the provisions of paragraph 4 "Payment" below, the District and the City agree that the costs of the SROs shall be shared as follows:

1. The District shall be responsible for seventy-five percent (75%) and the City shall be responsible for twenty-five percent (25%) of the costs associated with one (1) SRO.
2. The District shall be responsible for one hundred percent (100%) and the City shall be responsible for zero percent (0%) of the costs associated with the remaining two (2) SROs. The City propose a local sales tax in order to improve safety in the community. In the event that the sale tax is approved by the community, the District and the City agree to meet to renegotiate in good faith the Parties' financial contributions towards the SROs.
3. The cost sharing associated with any other SROs engaged and assigned pursuant to this Agreement shall be reflected in a written agreement between the Parties.

The SROs assigned to the District shall devote the necessary time to provide services that is consistent with the proportion of costs for which the District is responsible. By way of example, SRO is expected to devote approximately 75% of his/her working time to performing the SRO services, as described in Exhibit "A". The SROs are intended to provide services to cover the normal school year schedule, which includes regular class time, school events outside of regular class time (ex: football games), and during other times as needed. This includes but is not necessarily limited to times before and after class and during lunch breaks. The City shall make such assignments as necessary to ensure SROs are available to provide the SRO services to the District as outlined in this part.

In times of emergencies, SRO's and the City Police Officers will assist each other whether the event is on District property or in the City. When multiple SROs are on duty, the City will be reasonable when deploying SROs to City emergency events ensuring that at least one SRO is available to the District. During events at District locations, when an SRO is not available to respond and the event requires

immediate or reasonable police response, a City Police Officer will respond at the earliest convenience. If the event does not require immediate police response, the event will be handled by the next available SRO.

The costs associated with the assignment of SROs shall include those costs normally associated with employing a Full Time City Police Officer by the City. Such costs generally include wages, including overtime, benefits, and the like. The Full Time Equivalent for one City Police Officer is approximately \$6,303.92 a month at the time of this Agreement's execution; however, the District and the City acknowledge that this amount is subject to change in the future and depending on time worked and overtime obligations. The District shall be responsible for overtime costs that result from any SRO's work beyond his/her regular assigned work hours for services performed related to SRO duties. The City shall not unreasonably cause SROs to work beyond their regular assigned work hours when performing related to SRO duties.

The District agrees to reimburse the City for costs associated with any District-approved training the SROs receive. The District agrees to reimburse the City for the personal, professional and safety equipment and hiring expenses incurred for the SROs in the amount of \$27,487.00. Reimbursement will be listed as a separate line item on the monthly invoices over a twelve (12) month period from July 2021 to June 2022.

2. CTE Program

One SRO officer will be designated to provide law enforcement educational information and instruction as part of the District's Career and Technical Education ("CTE") program. The designated officer shall be a California Commission on Teacher Credentialing ("CTC") credentialed. The District will reimburse the City for the registration costs necessary to obtain the CTC credentials as a separate line item on the invoice following the officer's receipt of the necessary credentials.

The designated SRO shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. The City shall maintain on file the certificates showing that the designated SRO was examined and found free from active TB. These forms shall be regularly maintained and updated by the City and shall be available to District upon request or audit.

The designated SRO, as well any other sworn police officer who participate in the Program shall retain full peace officer powers and duties as defined by state and federal law. However, in times of emergencies the City will make all efforts to deploy other officers and the time scheduled for instruction shall not be interrupted unless reasonably necessary to respond and the event requires immediate response that cannot be provided by another officer.

3. Term

This Agreement shall commence on July 1, 2021 and shall continue through June 30, 2024, unless sooner terminated, as set forth in paragraph 7 of this Agreement.

4. Payment

The District shall pay the City, for police services provided by the SROs under this Agreement, for every year this Agreement is in effect as follows: The City shall provide the District with the presence of appropriate City police vehicles, operated by the SROs, including mileage, at no additional cost to the District. The City shall submit monthly invoices to the District to the attention of the Chief Financial Officer, Mendota Unified School District, 115 McCabe Avenue, Mendota, California 93640. Payment shall be made to the City by the District no later than 30 days from receipt of each invoice.

In recognition of possible future increases in the cost of City providing services under this Agreement, the District and City agree to assume a pro rata share of any reasonable increase in an SRO's compensation, based on the parties' relative contribution percentages for the SRO whose compensation is increased; however, if the City's contribution under this Agreement is 0%, then the City's contribution shall not increase, unless otherwise agreed to in writing.

All Police Officer personal, professional and safety equipment jointly acquired by the City and District for deployment and use by the SRO pursuant to this agreement will be retained and owned by the City (Mendota Police Department) upon the conclusion or termination of this Agreement.

5. Independent Contractor

The relationship between the Parties under this Agreement shall be one of independent contractors. The police officers who provide services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or, benefits, as a result of this Agreement. The School Resource Officers report directly to the Mendota Chief of Police or designee through the Mendota Police Department's established "chain of command". The Mendota Police Department shall maintain direct supervisory control over the assigned SROs. The District shall have the right to approve the individual SROs assigned to it under this Agreement, and shall have the right to require that the assigned SROs be replaced if their performance is unsatisfactory to the District.

The SROs rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the SROs. The SROs shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for the assigned SROs. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the SROs assigned under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

6. Indemnification

- a. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City, its officers, agents or employees.
- b. The District shall defend, indemnify and hold harmless the City, its officers agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the District, its officers, agents or employees.
- c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage charge or expense was

caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

- d. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.
- e. Each party shall establish procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

7. Termination

This Agreement may be terminated by either party at any time prior to the end of the Term, with or without cause, upon delivery of a written Notice of Intent to terminate to the other party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which The Notice of Intent to Terminate is received or deemed received, as the case may be. In the event of termination, the District will compensate the City for all services rendered to the effective date of termination. The Mendota Chief of Police is designated as authorized to accept such notice for the City and the School District Superintendent is designed to accept such notice for the School District. If the Agreement is terminated prior to the end of the Term by either party, incurred costs will be pro-rated over the Term of the Agreement and City shall pay District any unused pro-rated portion of such costs.

8. Fingerprint

The City and SROs shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. The SROs have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of the SROs have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

9. Students Records

The parties acknowledge that the SRO's play a vital role in promoting school safety, enhancing the physical security of students, protecting District, employee and student property, and contributing to the maintenance of a safe and conducive learning environment. SROs also greatly assist site administration with investigating and facilitating student disciplinary proceedings. In performing these important duties, the District finds it necessary to grant SROs access to student records. Therefore, the SROs assigned to the District school sites are hereby deemed by this Amendment to be school officials with legitimate educational interests in the District's educational records when performing their specified duties.

SROs will adhere to all state and federal laws and regulations and District policies and procedures regarding access, maintenance, confidentiality and disclosure of educational records. SROs' access to educational records shall be under the direct, exclusive control of the District, and shall be limited to the purposes of promoting school safety, enhancing the physical security of students, the protection of property, and investigating and facilitating in student disciplinary proceedings.

The District will notify parents and guardians that SROs have been designated by this Amendment as District school officials with legitimate educational interests in student records and may access such records in the

performance of their official duties.

The City shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. The City shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, the City shall turn over to District all educational records received pursuant to this Agreement.

10. Assignment

This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

11. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given on the fifth day of mailing to the party whom notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly

Addressed as follows:

DISTRICT: Mendota Unified School District
115 McCabe Avenue
Mendota, CA 93640
Attn: Superintendent of Schools

CITY: City of Mendota
643 Quince Street
Mendota, CA 93640
Attn: City Manager

CC: Chief of Police
1000 Airport Boulevard
Mendota, CA 93640

12. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

13. Binding on Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

14. Severability

Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

15. California Law

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. The City agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

16. Ratification of Board of Education

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Mendota Unified School District ("Board"), as evidenced by a motion of said board duly passed, and adopted by the Board.

MENDOTA UNIFIED SCHOOL DISTRICT:

By: Paul Lopez
Paul Lopez, Superintendent

CITY OF MENDOTA:

By: _____
Cristian Gonzalez, City Manager

ATTEST:

By: _____ Date _____
Celeste Cabrera-Garcia, City Clerk

EXHIBIT A
SCOPE OF WORK

Scope of Service. The Department agrees to assign 3 sworn police officers to serve as SROs at the District's schools. The SROs will be assigned to work primarily at school sites to provide security as well as instruction for the District's CTE Program. The SROs will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The SROs' duties shall include but not be limited to:

1. SROs will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
2. The SROs' investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
3. Interviews of minors will be conducted in accordance with Welfare and Institutions Code section 625.6 and legal counsel shall be provided when required.
4. The SROs shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officer.
5. The SROs shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
6. The SROs shall be responsible for monitoring the social and cultural environment around District schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and the District.
7. The SROs may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship.
8. The SROs will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SROs will serve as a positive role model to students.
9. At the request of the school principal, the SROs shall attend suspension and expulsion hearings. The SROs shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SROs shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
10. The SROs shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
11. The SROs will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SROs will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
12. The SROs will work to increase communication between law enforcement, students, school staff, and the community. The SROs will work to build positive working relationships with the school staff and parents.
13. One SRO shall be designated to provide law enforcement-specific instruction/coordination, curriculum, and related materials for the CTE Program.
14. The designated SRO shall be responsible for services related to the instruction of the CTE Program which may also include the coordination of off-site field trips, thematic presentations in law enforcement courses, community service events, mentoring, college preparation, work-based learning activities, and leadership camps.
15. The designated SRO shall be responsible for creating the curriculum for the course and shall be responsible for evaluating the performances of the students in the CTE Program.

**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 SCHOOL RESOURCE OFFICER
AGREEMENT WITH THE MENDOTA UNIFIED
SCHOOL DISTRICT**

RESOLUTION NO. 21-35

WHEREAS, the Mendota Police Department is charged with preserving the health and safety in the City of Mendota (“City”) by providing law enforcement services; and

WHEREAS, having dedicated school resource officers (“SRO”) assigned to schools within the Mendota Unified School District (“MUSD”) broadens the continuity of City services and continues building trust and cooperation with MUSD personnel and students; and

WHEREAS, SROs promote school safety, enhance the physical security of students, protect MUSD employees, students, and property, and contribute to the maintenance of a safe and conducive learning environment.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Mendota approves the SRO agreement between MUSD and the City and authorizes the City Manager to execute the same.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera, 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 8th day of June, 2021, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: FISCAL YEAR 2021-2022 PROPOSED BUDGET
DATE: JUNE 8, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-34, approving and adopting fiscal year 2021-2022 operating budget for the City of Mendota?

BACKGROUND

The budget for the City of Mendota is the financial representation of the City Council's goals and priorities together with costs to conduct business from July 1, 2021 through June 30, 2022. Mendota's budget is conveyed in two categories, the General Fund and Enterprise Funds.

The General Fund generates its revenues primarily from property tax, sales tax, and fees. From those revenue streams, the City is able to provide city administration, public safety, finance services, street and park maintenance, and general support operations.

As for the Enterprise Funds, there are the City's water, sewer, refuse, aviation, donation, streets, community facilities district, and the newly approved landscape and lighting maintenance district. Funds consist of user fees for water and sewer service, or specialized voter-approved taxes. The Enterprise Funds are primarily collected and restricted to be expended solely on what it was collected for.

After the June 2nd Special City Council Meeting, Staff has prepared an updated proposed budget that reflects the items discussed.

ANALYSIS

The filing of the 2021-2022 Fiscal Year Budget will represent considerable projects amongst all departments. While the short- and long-term economic effects of the pandemic are expected to be substantial throughout the country, the City of Mendota is positioned to demonstrate, once again, its resilience and efficiency as it relates to City operations.

With the leadership of our City Council, the City is able to implement the following projects, despite being in the tail end of a global pandemic. This is in part to franchise fees, grant funding, and property taxes. While the proposed budget takes a conservative approach, it includes Council's priority projects such as a K-9 program, improved public

safety dispatch services, public safety motorcycles program, replenishing the emergency general fund (25,000), parks improvements (324,260), a city hall and police department planning project, opening access through Cervantez Street (224,000) and other dedicated projects in honor of our Veterans (12,400).

Other on-going projects, such as the new bridge for our water main line, new automatic water meters for all users, phase II of the Rojas-Pierce Park Expansion Project (550,000), citywide railroad corridor crossing improvements, alley paving (458,000) and other street projects will be moving to this fiscal year's budget. This budget includes the improved school pedestrian crossing on Belmont for the junior high school (158,000) and a citywide safe route to school master plan (110,000).

Our grant projects to be implemented for this fiscal year budget will include funding from Proposition 64, Department of Justice, San Joaquin Valley Air Pollution Control District, California Department of Housing and Community Development, the County of Fresno Community Development Grant and California Department of Parks and Recreation. These projects are the Community Resource Officers focusing on Youth Development/Prevention and Intervention, COPS Hiring Program, Public Benefit Grant Program, SB Planning Grant for City Hall front counter improvements, and the Rojas-Pierce Park Expansion.

In terms of personnel, there is a glaring need for additional help in all departments.

During the 2020-2021 fiscal year, with the addition of the La Colonia subdivision, which includes over 80 new homes and with the Rojas-Pierce Park expansion, there is a need for additional staffing. Additional staff is needed to focus on the parks, utilities services and on the increased number of streets that need to be maintained. As such, we are proposing (2) addition positions in the Public Works Department and (1) additional position in the Public Utilities Department. The Police Department anticipates recruiting (2) Community Service Officers utilizing the Prop. 64 grant.

In partnership with Fresno Economic Opportunities Commission, and as part of the Proposition 64 grant funding, the City anticipates placing interns in various departments citywide. This will assist the City's daily operations as well as give opportunities for our youth future development.

Our Senior Center Coordinator position, along with other facility expenditures was proposed to be frozen due to the Mendota Unified School District reclaiming the Mendota Community Center and the Senior Center facilities. However, our City Council requested to provide this service to our Senior Citizen community. Staff reached out to the newly constructed AMOR Wellness Center to inquire about a potential facility to offer public services to our Senior Citizens. The monthly lease would be \$1,150.00. This is reflected in the budget. The lease would include a 9x12 office space, utilities, internet, janitorial services, access to printer/copier, shared break breakroom, 10 hours use of shared space per month for a conference rooms, large conference center and a smart classroom.

CONCLUSION

This year we will continue to be more strategic than ever, leveraging local funds with outside resources, such as CDBG, COPS grants, CMAQ (congestion and mitigation air quality) grants, Prop. 64 and ATP (active transportation) grants amongst other grant funding to accomplish meaningful improvements in 2021-2022. Staff will also continue to attract economic development projects and grant funding opportunities.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-34, or direct staff to make appropriate changes.

Attachment(s):

1. Resolution No. 21-34
2. Exhibit "A" - Fiscal Year 2021-2022 Proposed Budget

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER OF APPROVING AND ADOPTING
THE FISCAL YEAR 2021-2022 OPERATING
BUDGET FOR THE CITY OF MENDOTA**

RESOLUTION NO. 21-34

WHEREAS, the City Council of the City of Mendota, in carrying out its fiduciary responsibility to manage taxpayer funds, establishes an operating budget each fiscal year; and

WHEREAS, the City Council of the City of Mendota, in collaboration with City staff, has prepared a balanced budget that provides for the delivery of core services to the residents of Mendota through the approval of specific departmental expenditures; and

WHEREAS, the City Council of the City of Mendota has reviewed these specific departmental expenditures for reasonableness and necessity; and

WHEREAS, at its June 2, 2021 special meeting and the June 8, 2021 regular meeting, the City Council held a budget hearing and allowed the public to provide input on the proposed budget; and

WHEREAS, in order to ensure that the total expenditures for each department approved herein remain at or under the approved amounts, the City Manager may make minor changes to individual line items throughout the applicable fiscal year, so long as such changes do not increase the total expenditure amounts approved for each department.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the City Council of the City of Mendota does hereby adopt the 2021-2022 budget for the City of Mendota, as presented by the City Manager and attached hereto and made part hereof as Exhibit "A."

Rolando Castro, 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 8th day of June, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota

Fiscal Year

2021 – 2022

Proposed Budget



OF THE WORLD
CANTALOUPE CENTER

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Directory

City of Mendota
643 Quince Street
Mendota, CA 93640
(559) 655-3291 Phone
(559) 655-4064 Fax
www.cityofmendota.com

City Council meetings are scheduled every 2nd and 4th Tuesday of the month at City Council Chambers 643 Quince Street, Mendota, California 93640.

City Council

Mayor	Rolando Castro	Term Expires	2022
Mayor Pro-Tem	Jesus "Jesse" Mendoza	Term Expires	2022
Council Member	Jose Alonso	Term Expires	2024
Council Member	Joseph Riofrio	Term Expires	2022
Council Member	Oscar Rosales	Term Expires	2024

Departments

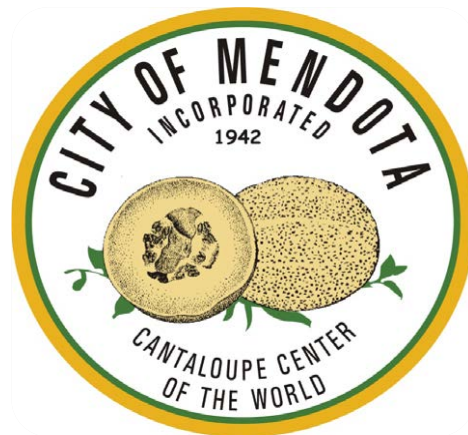
City Manager	Cristian Gonzalez	(559) 860-8882	cristian@cityofmendota.com
Finance Officer	Nancy Diaz	(559) 260-5057	nancy@cityofmendota.com
City Clerk	Celeste Cabrera-Garcia	(559) 577-7692	ccabrera@cityofmendota.com
Director of Administrative Services	Jennifer Lekumberry	(559) 630-2849	jennifer@cityofmendota.com
Police Chief	Kevin W. Smith	(559) 288-8053	Kevin.Smith@fcl.org

Contract Services

City Attorney	Wanger Jones Helsley PC Attorneys	(559) 233-4800
City Engineer/Planner	Provost & Pritchard	(559) 449-2700

General Fund Budget – Summary

- 1) General Fund Revenue Summary
 - A. Taxes & Fines
 - B. Revenues from use of money or property
 - C. Inter-Governmental Agencies
 - D. Services
 - E. Other Revenues
- 2) General Fund Expenditure Summary
 - A. Salaries & Overtime
 - B. Fringe Benefits
 - C. Contract Services
 - D. Communication Supplies
 - E. Supplies
 - F. Fuel & Utilities
 - G. Repair & Maintenance
 - H. Property & General Liability Insurance
 - I. Meetings-Travel-Training
 - J. Other Expenditures
 - K. Capital Outlay



GENERAL FUND REVENUES

		Average	Approved	FY 20/21	Approved	Proposed
		Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 19/20	Apr-21	FY 20/21	FY 21/22
TAXES & FINES:						
01-3000-3010	Current Year Secured - Property Taxes	907,360	918,750	1,039,559	975,000	1,030,000
01-3000-3030	Prior Year Secured - Property Taxes	1,646	700	421	1,000	1,000
01-3000-3040	Current Year Unsecured - Property Taxes	13,435	13,100	16,995	13,100	14,000
01-3000-3050	Prior Year Unsecured - Property Taxes	1,013	1,200	3,769	1,200	2,000
01-3000-3070	Home Owner Apportionment - Property Taxes	2,833	3,000	1,339	1,300	1,300
01-3000-3150	Transfer Tax - Property Taxes	15,302	15,500	10,965	10,000	10,000
01-3100-3110	Sales Tax & Use Tax	681,382	791,222	427,868	616,000	520,000
01-3100-3120	Franchise Fees	114,823	112,000	110,823	512,000	665,000
01-3100-3130	Business License Tax	84,580	79,000	79,824	79,000	79,000
01-3100-3140	Transient Tax	3,866	3,000	2,642	3,000	3,000
01-3200-3210	Animal License Tax	3,812	3,000	4,986	3,000	4,000
01-3300-3310	Vehicle Fines	36,044	33,500	28,565	33,500	33,500
01-3300-3320	Code Enforcement Fees	14,959	6,000	20,943	6,000	20,000
01-3300-3340	Police Services	15,047	10,000	1,143	4,000	2,000
01-3300-3351	Police Administration Fees	7,292	6,500	3,616	6,500	4,500
01-3300-3359	Vehicle Impound Fees	22,268	17,000	28,388	17,000	25,000
01-3300-3362	DUI	13,500	10,000	12,753	10,000	10,000
01-3800-3350	Parking Citation	13,071	12,500	11,208	8,000	10,000
	TOTAL TAXES & FINES	1,952,233	2,035,972	1,805,804	2,299,600	2,434,300
REVENUES FROM USE OF MONEY OR PROPERTY:						
01-3400-3410	Investment Interest	3,878	500	2,359	500	1,500
01-3400-3420	Rental Income	91,044	92,113	81,529	101,000	101,000
	TOTAL REVENUE MONEY & PROPERTY	94,922	92,613	83,888	101,500	102,500

- Rental Income: Workforce Connection & Employment Development Department: \$3,909.50 (Monthly); Department of Motor Vehicles: \$487.00 (Monthly); Madera County Action Partnership: \$348.85 (Monthly); American Ambulance: \$1,111.95 (Monthly); Mendota Youth Recreation, Inc. \$1.00 (Annual); TerraForm (Solar Farm next to Covanta): \$10,000.00 (Annual); United Security Bank \$1,000.00 (Monthly); Department of Motor Vehicles Kiosk: \$200.00 (Monthly); Fresno Westside Mosquito Abatement: \$1,499.04 (Annual)

INTER-GOVERNMENTAL AGENCIES:						
01-3100-3115	Local Public Safety AB2788	42,332	51,188	31,438	-	47,156
01-3500-3580	Public Safety	5,000	10,500	-	10,500	10,500
01-3500-3600	Grants	14,646	-	387,597	450,429	568,836
01-4000-3520	Reimbursements	212,901	228,029	255,208	228,029	255,000
	TOTAL INTER-GOV. AGENCIES	274,879	289,717	674,242	688,958	881,493

- Grants: County of Fresno CDBG \$400,000.00; COPS Hiring Program \$30,429.00; California HCD \$160,000.00; San Joaquin Valley Air Pollution Control District \$60,000.00; Proposition 64 \$164,457.50

GENERAL FUND REVENUES – CONTINUED

SERVICES:						
01-3800-3890	Debit Card Services	3,817	4,000	-	2,500	2,500
01-3800-3810	Planning/Engineering (Pass-Thru)	97,994	95,000	96,062	50,000	50,000
01-3200-3228	Plan Check Fees	55,729	36,000	41,228	40,000	40,000
01-3800-3860	Street Sweeping	14,553	14,553	14,553	14,553	14,553
01-3200-3220	Building Fees	117,058	85,000	44,000	40,000	40,000
01-3200-3812	Building (Pass-Thru)	87	-	-	-	-
01-3222-4650	Encroachment Permits	13,139	10,000	4,725	10,000	10,000
	TOTAL SERVICES	302,376	244,553	200,567	157,053	157,053
OTHER REVENUES:						
01-4000-4010	Sale of Property	33,592	4,000	458	4,000	4,000
01-4000-4020	RMA Refund	-	-	-	-	-
01-4000-4060	Over/Short	31	-	-	-	-
01-4000-4650	Capital Contributions	33,608	16,500	45,945	6,000	6,000
	TOTAL OTHER REVENUE	67,231	20,500	46,403	10,000	10,000
01-3900-3903	TRANSFER	350,689	1,268,651	-	389,518	768,039
	TOTAL GENERAL FUND REVENUES	3,042,331	3,952,006	2,810,904	3,646,629	4,353,385

- Transfer: \$336,029.00 (CDBG Fund 9 – Program Income); \$432,010.00 (Fund Balance)

GENERAL FUND EXPENDITURES

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
	SALARIES & OVERTIME					
01-xxx-5010	Salaries, Regular	891,251	969,365	732,016	1,056,562	1,231,063
01-xxx-5060	Overtime	72,047	57,700	70,470	59,350	59,350
	Total Salaries & Overtime	963,298	1,027,065	802,486	1,115,912	1,290,413
	FRINGE BENEFITS					
01-xxx-5900	Uniform	9,674	8,400	7,836	12,700	16,960
01-xxx-6050	Retirement	31,503	31,249	30,056	39,065	72,460
01-xxx-6060	Health & Life Insurance	221,459	223,552	126,302	286,272	315,637
01-xxx-6070	F.I.C.A./Medicare	75,439	78,570	59,591	85,375	98,719
01-xxx-6080	Workers Compensation	130,928	147,482	92,208	148,920	182,283
01-xxx-6090	Unemployment Insurance	2,899	3,000	11,035	3,000	6,000
01-xxx-6100	Disability Insurance	9,651	11,090	8,347	12,052	13,936
	Total Fringe Benefits	481,552	503,343	335,376	587,384	705,995
	CONTRACT SERVICES					
01-xxx-5100	Election	3,318	-	-	2,800	2,800
01-xxx-5820	Legal Services	135,670	124,250	125,717	124,500	74,500
01-xxx-5821	Engineering Services	18,108	18,000	13,500	18,000	18,000
01-xxx-5840	Audit	12,692	11,000	9,868	11,000	11,000
01-xxx-5860	Contract Services - Dispatch	125,667	112,000	88,200	117,600	166,056
01-xxx-5850	Contract Services	143,812	296,407	386,834	267,190	395,215
01-xxx-5851	Contract Services (Pass-Thru)	104,825	95,000	147,960	50,000	50,000
01-xxx-5400	Lab Fees	1,596	2,000	2,095	2,000	2,000
01-xxx-5810	Abatement	2,256	10,000	3,135	8,000	8,000
	Total Contract Services	547,944	668,657	777,309	601,090	727,571
	COMMUNICATION					
01-xxx-5200	Telephone / Radio's	30,647	24,730	27,015	29,180	29,500
01-xxx-5360	Postage	3,824	3,629	2,623	3,530	3,420
	Total Communication	34,471	28,359	29,638	32,710	32,920
	SUPPLIES					
01-xxx-5350	Office Supplies	10,285	13,140	8,698	8,750	9,600
01-xxx-5800	Special Department Supplies	45,225	38,200	37,531	37,400	50,300
	Total Supplies	55,510	51,340	46,229	46,150	59,900
	FUEL & UTILITY					
01-xxx-5500	Fuel	17,362	19,801	14,805	19,434	17,534
01-xxx-5150	Utilities	41,914	37,904	20,369	33,740	30,140
	Total Fuel & Utility	59,276	57,705	35,175	53,174	47,674

GENERAL FUND EXPENDITURES - CONTINUED

	REPAIR & MAINTENANCE					
01-xxx-5450	Vehicle Maintenance/Operations	23,519	20,079	15,655	20,200	23,150
01-xxx-5460	Facility Repair	33,232	64,000	18,207	51,620	65,500
01-xxx-5600	Office Equipment Maintenance	2,619	1,800	3,509	2,124	3,500
	Total Repair & Maintenance	59,371	85,879	37,371	73,944	92,150
01-xxx-6110	P & GL INSURANCE	4,833	5,128	5,835	7,411	10,166
01-xxx-6300	MEETINGS/TRAVEL/TRAINING	21,239	24,927	5,895	19,300	21,500
	OTHER EXPENDITURES					
01-xxx-5300	Advertising & Publication	4,967	4,900	2,952	4,900	4,900
01-xxx-5950	Rent/Lease of Equip./ PD Bld.	48,445	73,171	35,405	67,500	54,500
01-xxx-6200	Principal	28,727	23,259	24,555	25,358	24,555
01-xxx-6210	Bonds-Interest	2,641	-	-	-	-
01-xxx-6211	Interest Expense	11,407	6,741	5,445	9,425	5,445
01-xxx-6250	Memberships & Dues	8,149	11,253	6,438	7,233	7,633
01-xxx-6305	K-9 Progam	-	-	-	-	1,900
01-xxx-6310	Proposition 64	-	-	-	-	82,850
01-xxx-6400	Taxes and Assessments	305	431	277	453	453
01-xxx-6510	Community Promotion	500	1,000	220	1,000	1,000
01-xxx-7500	Transfer-Out	-	-	-	-	25,000
	Total Other Expenditures	105,142	120,755	75,292	115,869	208,236
01-xxx-6500	CAPITAL OUTLAY	269,651	1,378,848	356,440	1,046,325	1,156,860
	TOTAL General Fund EXPENDITURES	\$ 2,602,286	\$ 3,952,006	\$ 2,507,046	3,699,269	4,353,385

General Fund Budgets

- 1) City Council
- 2) City Administration
- 3) Finance Department
- 4) Planning & Engineering
- 5) Police
- 6) Code Enforcement
- 7) Animal Control
- 8) Building Department
- 9) Buildings & Grounds
- 10) Administrative Services
 - A Senior Center
 - B. Human Resources



CITY COUNCIL

Proposed Budget for Fiscal Year 2021-22 – General Fund

		Average	Approved Budget	FY 20/21 Actual as of	Approved Budget	Proposed Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
City Council						
01-5060-5010	Salaries, Regular	17,800	18,000	15,300	18,000	18,000
01-5060-5100	Elections	3,318	-	-	2,800	2,800
01-5060-5200	Telephone	1,180	1,150	818	1,300	1,300
01-5060-5350	Office Supplies	202	450	1,312	350	1,000
01-5060-6060	Health & Life Insurance	50,349	69,951	37,755	68,635	62,958
01-5060-6070	F.I.C.A. / Medicare	2,101	1,377	1,782	1,377	1,377
01-5060-6080	Workers Compensation	432	6,792	-	-	-
01-5060-6100	Disability Insurance	270	194	249	194	194
01-5060-6300	Meetings/Travel/Training	8,799	12,000	1,905	8,000	8,000
01-5060-6510	Community Promotions	500	1,000	220	1,000	1,000
01-7500-7500	Transfer out (Fund 03)	-	-		-	-
	Total Expenditures	84,950	110,914	59,341	101,656	96,629

CITY ADMINISTRATION

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
City Administration						
01-5070-5010	Salaries, Regular	54,181	69,822	57,752	72,855	83,145
01-5070-5200	Telephone	3,747	3,242	3,162	3,650	3,650
01-5070-5300	Advertising & Publication	3,799	3,500	2,952	3,500	3,500
01-5070-5350	Office Supplies	6,227	6,639	5,383	5,000	5,000
01-5070-5360	Postage	2,048	2,000	1,486	2,000	2,000
01-5070-5450	Vehicle Maintenance/Operations	309	300	144	200	200
01-5070-5600	Office Equipment Maintenance	2,619	1,800	3,509	2,124	3,500
01-5070-5800	Special Department Supplies	2,117	3,500	1,857	3,000	5,500
01-5070-5820	Legal Services	52,766	35,000	46,981	35,000	45,000
01-5070-5850	Contract Services/Fire Protection	24,910	218,078	349,808	197,000	310,812
01-5070-5950	Lease Payment	822	3,250	2,089	3,500	3,500
01-5070-6050	Retirement	3,965	4,877	4,109	5,515	6,429
01-5070-6060	Health & Life Insurance	6,996	11,635	6,567	15,003	14,254
01-5070-6070	F.I.C.A. / Medicare	4,050	5,341	4,218	5,573	6,361
01-5070-6080	Workers Compensation	8,408	9,665	7,546	9,881	11,913
01-5070-6090	Unemployment Insurance	64	1,000	748	1,000	1,000
01-5070-6100	Disability Insurance	506	754	583	787	898
01-5070-6250	Memberships & Dues	7,068	7,220	5,700	6,000	6,000
01-5070-6300	Meetings/Travel/Training	2,001	627	507	2,000	2,500
01-5070-6500	Capital Outlay	12,916	62,000	38,059	6,000	-
01-7500-7500	Transfer Out (Fund 65)	-	-	-	-	25,000
	Total Expenditures	199,518	450,250	543,160	379,588	540,162

- Special Department Supplies: Translating Headsets; Scanner; Portable Public Address System (\$4,500.00-shared cost with the Water and Sewer Funds) (5800)
- Contract Services: Fire Protection Services (\$270,000-shared cost with Fire Impact Fund) (5850)
- Transfer Out: Transfer to the General Reserve Emergency Fund (\$25,000.00) (7500)

FINANCE DEPARTMENT

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Finance Department						
01-5080-5010	Salaries, Regular	24,032	41,553	12,625	43,629	43,629
01-5080-5200	Telephone	412	407	220	130	250
01-5080-5350	Office Supplies	350	1,200	470	800	800
01-5080-5840	Audit Fee	12,692	11,000	9,868	11,000	11,000
01-5080-5900	Uniform	281	700	80	400	700
01-5080-6050	Retirement	1,548	2,902	840	3,373	3,373
01-5080-6060	Health & Life Insurance	1,676	2,880	642	2,910	2,910
01-5080-6070	F.I.C.A. / Medicare	1,829	3,179	957	3,338	3,338
01-5080-6080	Workers Compensation	3,715	5,752	1,618	5,917	6,251
01-5080-6100	Disability Insurance	232	449	133	471	471
01-5080-6250	Memberships & Dues	337	433	95	433	433
01-5080-6300	Meetings/Travel/Training	11	500	-	400	900
	Total Expenditures	47,114	70,955	27,547	72,801	74,055

PLANNING & ENGINEERING

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Planning & Engineering						
01-5110-5010	Salaries - Regular	13,238	-	975	-	3,600
01-5110-5300	Advertising & Publications	912	1,000	-	1,000	1,000
01-5110-5350	Office Supplies	15	200	-	-	-
01-5110-5800	Special Dept. Supplies	58	200	-	-	-
01-5110-5821	Engineering	18,108	18,000	13,500	18,000	18,000
01-5110-5850	Contract Services	11,207	31,000	9,426	28,000	28,000
01-5110-5851	Contract Services (Pass-Thru)	104,739	95,000	147,960	50,000	50,000
01-5110-6050	Retirement	844	-	-	-	-
01-5110-6060	Health & Life	1,092	-	-	-	-
01-5110-6070	F.I.C.A. / Medicare	1,014	-	75	-	275
01-5110-6080	Workers Compensation	2,120	-	56	-	513
01-5110-6100	Disability Insurance	125	-	11	-	39
01-5110-6300	Travel/Meetings	14	-	-	-	-
01-5110-6500	Capital Outlay	-	-	-	160,000	160,000
	Total Expenditures	153,486	145,400	172,002	257,000	261,427

- Contract Services (Pass-Thru): This line item is for development projects that are paid by the applicant. The applicant pays the City as a pass-thru for services provided by contracted parties.
- Capital Outlay: SB2 Planning Grant – Zoning Update; City Hall Front Counter Improvements; Scanner - \$160,000.00 (6500)

POLICE

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Police						
01-6150-5010	Salaries - Regular	546,606	611,803	387,725	648,021	664,323
01-6150-5020	Salaries - Part - Time	24,014	41,620	63,868	78,922	133,016
01-6150-5060	Overtime	64,117	55,000	65,500	55,000	55,000
01-6150-5150	Utilities	21,103	20,800	11,564	17,000	15,000
01-6150-5200	Telephone	25,136	19,750	22,645	24,000	24,000
01-6150-5300	Advertising & Publication	257	400	-	400	400
01-6150-5350	Office Supplies	2,130	4,000	1,180	2,000	2,000
01-6150-5360	Postage	1,632	1,550	1,043	1,400	1,300
01-6150-5400	Lab Fees	1,596	2,000	2,095	2,000	2,000
01-6150-5450	Vehicle Maintenance/Operations	15,014	12,500	12,889	13,500	17,000
01-6150-5460	Facility Repair / Maint.	1,067	1,000	1,335	1,000	1,000
01-6150-5500	Fuel	14,970	17,200	12,954	17,000	15,000
01-6150-5800	Special Department Supplies	19,423	15,000	21,607	15,000	25,200
01-6150-5820	Legal Services	77,839	85,000	77,489	85,000	25,000
01-6150-5850	Contract Services	23,121	22,250	21,224	22,000	23,000
01-6150-5860	Contract Services Dispatch	125,667	112,000	88,200	117,600	166,056
01-6150-5900	Uniform	8,402	6,000	6,397	11,400	14,800
01-6150-5950	Lease Payment	47,623	52,550	30,691	51,000	51,000
01-6150-6050	Retirement	11,779	13,123	10,970	18,262	42,985
01-6150-6060	Health & Life	135,915	113,011	65,913	156,168	178,500
01-6150-6070	F.I.C.A. / Medicare	49,460	54,194	37,296	59,818	65,204
01-6150-6080	Workers Compensation	87,957	98,058	59,021	106,053	122,119
01-6150-6090	Unemployment Insurance	2,835	2,000	10,287	2,000	5,000
01-6150-6100	Disability Insurance	6,352	7,650	5,255	8,445	9,206
01-6150-6110	P & GL Insurance	3,135	3,428	3,674	4,666	6,405
01-6150-6250	Memberships & Dues	698	800	643	800	800
01-6150-6300	Meetings/Travel	9,480	8,000	2,596	8,000	9,000
01-6150-6500	Capital Outlay	19,425	-	222,180	159,000	54,000
	Total Expenditures	1,346,751	1,380,687	1,246,243	1,685,455	1,728,314

- Salaries – Part-Time: Increased hours for R124 program should the need arise (5020)
- Special Department Supplies: Tasers (\$4,200.00); Chaplain (\$1,000.00)
- Contract Services Dispatch: Fresno County Sheriff Department (5860)
- Capital Outlay: Vehicle Radio System (\$10,000.00); Retrofit car for COPS Volunteer Program (\$1,000.00); Motorcycle & Ford Interceptor (\$40,000.00-Grant Reimbursable) (6500)

CODE ENFORCEMENT

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Code Enforcement						
01-6160-5010	Salaries	29,604	27,021	20,666	26,462	98,364
01-6160-5060	Overtime	93	-	717	500	500
01-6160-5360	Postage	145	79	94	130	120
01-6160-5450	Vehicle Maintenance/Operations	146	-	72	750	200
01-6160-5500	Fuel	333	534	406	534	534
01-6160-5800	Special Department Supplies	1,162	800	-	600	600
01-6160-5810	Abatement	2,256	10,000	3,135	8,000	8,000
01-6160-5820	Legal Services	5,065	4,250	1,247	4,500	4,500
01-6160-5850	Contract Services	1,941	582	-	100	100
01-6160-5900	Uniform	437	600	463	200	480
01-6160-6050	Retirement	1,453	1,887	1,546	2,046	7,606
01-6160-6060	Health & Life Insurance	1,324	2,400	3,059	2,786	37,875
01-6160-6070	F.I.C.A. / Medicare	2,355	2,067	1,805	2,063	7,564
01-6160-6080	Workers Compensation	2,823	3,740	2,643	3,657	14,165
01-6160-6100	Disability Insurance	301	292	255	291	1,068
01-6160-6300	Travel/Meeting	45	600	-	300	300
01-6160-6310	Proposition 64	-	-	-	-	82,850
	Total Expenditures	49,483	54,852	36,108	52,919	264,826

- Salaries: (2) Community Service Officers (Grant Reimbursable) (5010)
- Proposition 64: Meetings, Events, Trainings, K-9, Vehicle, Drone, Tablet, Professional Services (6310)

ANIMAL CONTROL

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Animal Control						
01-6170-5010	Salaries	19,919	22,539	22,126	26,462	28,358
01-6170-5060	Overtime	690	700	791	850	850
01-6170-5450	Vehicle Maintenance/Operations	986	2,000	53	750	750
01-6170-5460	Facility Repair/Maintenance	1,158	3,000	-	500	500
01-6170-5500	Fuel	300	400	304	400	500
01-6170-5800	Special Department Supplies	1,852	2,200	1,034	2,800	3,000
01-6170-5850	Contract Services	73,249	10,750	1,100	9,000	1,500
01-6170-5900	Uniform	214	600	463	200	480
01-6170-6050	Retirement	1,235	1,574	1,660	1,996	2,193
01-6170-6060	Health & Life Insurance	2,192	2,400	2,379	2,786	2,786
01-6170-6070	F.I.C.A. / Medicare	1,629	1,778	1,859	2,097	2,235
01-6170-6080	Workers Compensation	2,511	3,217	2,806	3,718	4,185
01-6170-6100	Disability Insurance	210	251	265	296	315
01-6170-6250	Membership & Dues	-	300	-	0	0
01-6170-6300	Travel/Meeting	64	200	887	200	200
01-6170-6305	K-9 Program Expenses	-	-	-	-	1,900
	Total Expenditures	106,208	51,909	35,727	52,055	49,752

BUILDING DEPARTMENT

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Building Department						
01-7180-5010	Salaries	30,007	38,749	35,144	43,148	45,677
01-7180-5350	Office Supplies	283	-	-	-	-
01-7180-5450	Vehicle Maintenance/Operations	117	-	-	-	-
01-7180-5500	Fuel	425	667	380	500	500
01-7180-5800	Special Department Supplies	580	1,500	17	1,000	1,000
01-7180-5850	Contract Services	35	5,000	-	1,000	1,000
01-7180-5851	Contract Services (Pass-Thru)	87	-	-	-	-
01-7180-5900	Uniform	20	-	-	-	-
01-7180-6050	Retirement	2,050	2,707	2,032	3,336	3,286
01-7180-6060	Health & Life Insurance	3,770	2,281	521	6,762	2,262
01-7180-6070	F.I.C.A./Medicare	2,159	2,964	2,189	3,301	3,494
01-7180-6080	Workers Compensation	5,330	5,364	4,584	5,852	6,544
01-7180-6100	Disability Insurance	254	418	265	466	493
01-7180-6200	Bond Principal	11,134	23,259	24,555	23,259	24,555
01-7180-6210	Bond Interest	2,641	-	-	-	-
01-7180-6211	Interest Expense	9,490	6,741	5,445	6,741	5,445
01-7180-6250	Dues / Fees	-	2,500	-	-	-
01-7180-6300	Travel/Meetings	-	2,500	-	-	-
01-7180-6500	Capital Outlay	-	-	-	-	-
	Total Expenditures	68,380	94,650	75,132	95,365	94,256

- Bond Principal (6200) and Interest Expense (6211): Redevelopment Agency Payment for the City Hall Expansion

BUILDINGS & GROUNDS

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Buildings & Grounds						
01-7250-5010	Salaries	124,041	87,858	115,835	86,063	92,567
01-7250-5060	Overtime	7,147	2,000	3,462	3,000	3,000
01-7250-5150	Utilities	18,815	15,140	8,386	15,140	15,140
01-7250-5450	Vehicle Maintenance/Operations	6,947	5,279	2,497	5,000	5,000
01-7250-5460	Facility Repair/Maintenance	30,929	60,000	16,872	50,000	64,000
01-7250-5500	Fuel	1,334	1,000	761	1,000	1,000
01-7250-5800	Special Department Supplies	20,034	15,000	13,017	15,000	15,000
01-7250-5850	Contract Services	9,120	8,500	5,013	9,870	18,203
01-7250-5900	Uniform	321	500	433	500	500
01-7250-5950	Lease Payment	-	17,371	2,624	13,000	-
01-7250-6050	Retirement	8,617	4,179	8,897	4,537	6,588
01-7250-6060	Health & Life Insurance	18,131	18,994	9,467	31,222	14,092
01-7250-6070	F.I.C.A./Medicare	10,244	6,874	9,410	6,813	7,311
01-7250-6080	Workers Compensation	16,406	13,454	13,935	12,079	13,692
01-7250-6100	Disability Insurance	1,326	970	1,331	962	1,032
01-7250-6110	Property & General Liability	1,699	1,700	2,161	2,745	3,761
01-7250-6200	Principal	17,593	-	-	2,099	-
01-7250-6211	Interest	1,917	-	-	2,684	-
01-7250-6400	Taxes & Assessments	305	431	277	453	453
01-7250-6500	Capital Outlay	237,310	1,316,848	96,201	721,325	941,660
	Total Expenditures	532,236	1,576,098	310,580	983,492	1,202,999

- Facility Repair/Maintenance: Purchase trash cans for 7th Street (\$14,000.00; trash cans will be repurposed for other City facilities) (5460)
- Capital Outlay: Phase II Rojas-Pierce Park Expansion (\$550,000.00); Veterans Flags (\$2,400.00); Veterans Monument (\$10,000.00); Welcome Sign Improvements-West of Highway 180 & East of Highway 33 (\$6,000.00); (2) Trucks (\$75,000.00-shared cost with Water and Sewer Funds); Gazebo (\$35,000.00); Shade Structures (\$45,000.00); **Dog Park & Park Play Equipment (\$244,260.00)**; Freezer (\$4,000.00) (6500)

ADMINISTRATIVE SERVICES

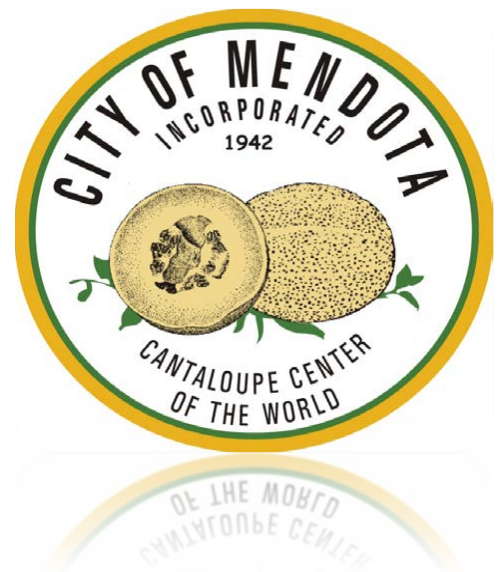
Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Administrative Services						
<u>Senior Center</u>						
01-8320-5010	Salaries	7,809	10,400	-	13,000	20,384
01-8320-5150	Utilities	1,996	1,963	419	1,600	-
01-8320-5200	Telephone	173	181	170	100	300
01-8320-5350	Office Supplies	319	151	-	300	300
01-8320-5460	Building Operations S/M	77	-	-	120	-
01-8320-5850	Contract Services	229	247	263	220	13,800
01-8320-6050	Retirement	13	-	-	0	-
01-8320-6070	F.I.C.A./Medicare	597	796	-	995	1,560
01-8320-6080	Workers Compensation	1,226	1,440	-	1,763	2,901
01-8320-6100	Disability Insurance	75	112	-	140	220
01-8320-6300	Travel/Meetings	-	-	-	-	100
	Expenditures	12,514	15,290	852	18,238	39,565
<u>Human Resources</u>						
01-8321-5350	Office Supplies	760	500	353	300	500
01-8321-6250	Memberships/Dues	48	-	-	-	400
01-8321-6300	Travel/Meetings	826	500	-	400	500
	Expenditures	1,634	1,000	353	700	1,400
	Total Expenditures	14,148	16,290	1,205	18,938	40,965

- **Contract Services: Senior Center (5850) Proposed Senior Center leased facility at AMOR facility (\$13,800.00)**

Enterprise Fund Budgets

- 1) Refuse Operation Fund
- 2) Sewer Operation Fund
- 3) Water Operation Fund
- 4) Gas Tax – Street Fund
- 5) Measure “C” – Street Fund
- 6) “LTF” – Street Fund
- 7) Mendota Community Facilities District Fund (CFD)
- 8) Aviation
- 9) “COPS”
- 10) Donation Fund
- 11) Landscape & Lighting Maintenance District



REFUSE OPERATION FUND

Proposed Budget for Fiscal Year 2021-22

		Average	Approved	FY 20/21	Approved	Proposed
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 19/20	Apr-21	FY 20/21	FY 21/22
Revenues						
13-3400-3410	Interest Income	-	-	-	-	-
13-4400	Refuse Service	752,363	675,516	585,486	680,502	680,502
13-3592-3890	State Grant	6,667	5,000	-	5,000	5,000
13-4000-4650	Misc Income	-	-	-	-	-
	TOTAL REVENUES	759,030	680,516	585,486	685,502	685,502
Expenditures						
13-7240-5010	Salaries, Regular	39,984	33,437	28,531	37,039	43,963
13-7240-5060	Overtime	692	300	2,324	500	500
13-7240-5374	State Grant	3,777	5,000	7,389	5,000	5,000
13-7240-5800	Special Department Supplies	299	500	130	500	500
13-7240-5840	Audit	1,100	1,200	610	1,230	1,230
13-7240-5850	Contract Services	659,238	595,628	511,712	605,509	605,509
13-7240-6050	Retirement	1,173	1,865	2,180	2,713	3,001
13-7240-6060	Health & Life Insurance	6,943	10,355	4,498	12,535	7,927
13-7240-6070	F.I.C.A./Medicare	3,059	2,581	2,233	2,864	3,402
13-7240-6080	Workers Compensation	6,285	6,792	3,681	5,078	6,370
13-7240-6100	Disability Insurance	390	364	315	404	480
	Total Expenditures	722,939	658,022	563,604	673,372	677,882

SEWER OPERATION FUND

Proposed Budget for Fiscal Year 2021-22

		Average	Approved	FY 20/21	Approved	Proposed
		Past 3 Years	Budget	Actual as of	Budget	Budget
Fund	Description		FY 19/20	Apr-21	FY 20/21	FY 21/22
Revenues						
10-3400-3410	Interest Income	8,728	300	-	-	-
10-3500-3600	Grant	-	-	1,431	-	30,000
10-3900-3903	Transfer	-	-	-	-	388,800
10-4000-4650	Misc Revenue	2,278	-	28,839	-	-
10-4300-4200	Sewer Service	1,454,262	1,327,591	1,155,923	1,344,445	1,387,108
10-4200-4300	Connection Fee	24,063	35,000	3,727	4,000	4,000
	TOTAL REVENUES	1,489,331	1,362,891	1,189,920	1,348,445	1,809,908
Expenditures						
10-7210-5010	Salaries, Regular	241,275	357,484	237,979	405,552	478,419
10-7210-5060	Overtime	17,993	11,000	12,322	15,000	15,000
10-7210-5100	Elections	2,288	-	-	-	-
10-7210-5150	Utilities	174,655	88,370	49,314	116,668	65,000
10-7210-5200	Telephone	13,400	14,000	9,699	11,000	11,000
10-7210-5300	Advertising & Publication	2,103	2,000	967	2,000	1,500
10-7210-5350	Office Supplies	4,921	5,000	3,786	5,000	5,000
10-7210-5360	Postage	7,477	7,000	5,945	8,000	8,000
10-7210-5400	Lab Analysis	4,814	5,000	4,653	5,000	5,500
10-7210-5410	Chemicals	6,731	7,000	5,600	7,000	7,000
10-7210-5450	Vehicle Maintenance/Operations	15,138	18,000	3,924	13,000	6,000
10-7210-5460	Facility Repair / Maint.	87,028	122,506	51,317	180,000	188,000
10-7210-5500	Fuel	22,434	23,000	30,662	24,000	24,000
10-7210-5600	Office Equipment Maintenance	4,992	3,000	4,654	3,600	5,500
10-7210-5700	Depreciation	318,867	-	-	-	-
10-7210-5800	Special Department Supplies	14,926	25,000	12,206	25,000	16,000
10-7210-5820	Legal Services	38,579	30,349	25,571	31,372	31,372
10-7210-5821	Engineering Services	18,000	15,000	13,500	15,000	15,000
10-7210-5840	Audit	18,221	20,000	22,210	20,000	20,000
10-7210-5850	Contract Services	79,064	210,850	83,274	85,000	101,333
10-7210-5900	Uniform	3,495	3,700	4,534	3,700	4,500
10-7210-5950	Lease Payment	836	89,104	151,204	81,000	247,229
10-7210-6050	Retirement	10,823	22,547	17,303	28,636	36,729
10-7210-6060	Health & Life Insurance	62,914	77,284	42,681	81,188	85,600
10-7210-6070	F.I.C.A./Medicare	20,079	28,189	18,971	32,172	37,747
10-7210-6080	Workers Compensation	37,379	51,005	30,547	57,038	70,695
10-7210-6090	Unemployment Insurance	2,366	4,000	2,711	4,000	3,000
10-7210-6100	Disability Insurance	2,542	3,980	2,654	4,542	5,329
10-7210-6110	P & GL Insurance	1,982	1,800	2,809	3,567	4,330
10-7210-6200	Bond / Principle	235,415	164,000	113,100	180,000	191,081
10-7210-6210	Bond / Interest	-	211,834	63,849	198,853	187,969

10-7210-6211	Interest Expense	866	-	-	83,207	-
10-7210-6250	Memberships & Dues	16,054	12,500	12,960	12,500	12,500
10-7210-6300	Meetings/Travel/Training	1,181	1,000	625	1,100	2,500
10-7210-6400	Taxes & Assessment	732	900	786	900	850
10-7210-6500	Capital Outlay	-	150,900	29,510	90,995	345,800
	Total Expenditures	1,489,571	1,787,302	1,071,826	1,835,590	2,239,483
	FUND BALANCE:	-	424,411	531,377	487,146	429,576

- Facility Repair/Maintenance: Coating of the Channel Walls (\$75,000.00); Base Rock for access roads to WWTP (\$50,000.00) (5460)
- Lease Payment: Signature Payment for Engie Project; Vactor Truck (Impact Fees Transfer) (5950)
- Capital Outlay: 7-Aerators (\$35,000.00 each) (\$245,000.00 Total) (Impact Fees Transfer); Trash Pumps (\$43,000.00-shared cost with Streets Funds) (Impact Fees Transfer); Postage Meter (\$3,000.00-shared cost with General Fund and Water Fund) (3) Vehicles (shared cost with General Fund and Water Fund) (6500)

LONG-TERM LIABILITIES – SEWER

Mendota Joint Powers Financing Authority			
Wastewater Certificates of Participation Series 2010-1			
Year Ended June 30	Principal	Interest	Total
2022	37,000	76,654	113,654
2023	38,000	75,154	113,154
2024-2025	81,000	145,766	226,766
2026-2030	231,000	333,562	564,562
2031-2035	282,000	282,432	564,432
2036-2040	342,000	220,156	562,156
2041-2045	417,000	144,518	561,518
2046-2050	507,000	52,240	559,240
Total	1,935,000	1,330,482	3,265,482
Mendota Joint Powers Financing Authority			
Wastewater Revenue Bonds Series 2005			
Year Ended June 30	Principal	Interest	Total
2022	145,000	116,213	261,213
2023	150,000	108,838	258,838
2024-2025	325,000	194,051	519,024
2026-2030	665,000	361,916	1,026,916
2031-2035	860,000	166,603	1,026,603
2036	200,000	5,150	205,150
Subtotal	2,345,000	952,771	3,297,744
Less: unamortized discount	(70,212)	-	(70,212)
Total	2,274,788	952,771	3,227,532

WATER OPERATION FUND

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
02-3400-3410	Interest Income	7,012	50	-	50	50
02-3500-3600	Grant	160,281		1,357	200,000	230,000
02-3900-3903	Transfer (Mowry Bridge)			-	6,020,331	2,458,111
02-4000-4650	Misc Income	148,959	1,500	20,271	1,500	1,500
02-4200-4201	Water Service	1,928,701	1,722,511	1,648,383	1,939,572	1,960,553
02-4200-4213	Repair Charge	2,535	-	4,203	2,500	2,500
02-4200-4300	Connection Fee	34,479	35,000	161,886	6,000	6,000
02-4200-4330	Penalty/Shut-Off	107,181	67,500	170	30,000	200
	TOTAL REVENUES	2,389,148	1,826,561	1,836,270	8,199,953	4,658,914
02-7220-5010	Salaries, Regular	404,086	423,357	293,015	437,829	526,130
02-7220-5060	Overtime	23,074	11,000	12,813	23,000	23,000
02-7220-5100	Elections	2,288	-	-	-	-
02-7220-5150	Utilities	374,134	297,312	313,593	345,886	345,886
02-7220-5200	Telephone	19,461	19,287	15,674	18,000	18,000
02-7220-5300	Advertising & Publication	2,172	2,354	967	2,400	1,200
02-7220-5350	Office Supplies	4,686	5,224	3,825	5,224	5,224
02-7220-5360	Postage	7,548	7,065	5,350	7,200	6,200
02-7220-5400	Lab Analysis	17,924	19,870	12,878	17,397	17,397
02-7220-5410	Chemicals	33,342	30,437	24,843	30,000	30,000
02-7220-5450	Vehicle Maintenance/Operations	13,714	13,510	5,360	9,000	9,000
02-7220-5460	Facility Repair / Maint.	38,099	75,000	46,746	85,000	234,500
02-7220-5500	Fuel	23,389	27,724	30,254	27,000	27,000
02-7220-5600	Office Equipment Maintenance	4,906	2,968	4,654	3,600	4,600
02-7220-5800	Special Department Supplies	49,247	93,000	27,314	73,000	50,000
02-7220-5820	Legal Services	36,948	29,863	25,596	31,309	31,309
02-7220-5821	Engineering Services	18,000	16,200	13,500	16,200	16,200
02-7220-5840	Audit	19,864	23,766	22,825	23,766	23,766
02-7220-5850	Contract Services	63,564	65,800	77,403	77,640	85,974
02-7220-5900	Uniform	3,390	3,507	4,670	3,507	4,940
02-7220-5950	Lease Payment	151,249	240,442	230,766	213,939	300,694
02-7220-6050	Retirement	11,760	26,758	21,580	31,367	40,027
02-7220-6060	Health & Life Insurance	97,182	97,449	51,181	78,690	92,819
02-7220-6070	F.I.C.A./Medicare	32,992	33,228	23,464	35,253	42,008
02-7220-6080	Workers Compensation	63,021	49,907	37,250	62,501	78,677
02-7220-6090	Unemployment Insurance	2,366	4,000	2,711	4,000	3,000
02-7220-6100	Disability Insurance	4,175	4,691	3,278	4,977	5,931
02-7220-6110	P & GL Insurance	1,814	1,886	2,161	2,745	4,330
02-7220-6200	Bond / Principle	45,778	46,000	48,000	48,000	50,000
02-7220-6210	Bond / Interest	33,303	20,970	18,855	19,855	16,650

02-7220-6211	Interest Expense	-	-	-	48,314	-
02-7220-6250	Memberships & Dues	18,318	21,000	18,116	21,000	21,000
02-7220-6300	Meetings/Travel/Training	1,233	1,000	555	1,000	1,900
02-7220-6400	Taxes & Assessment	213	250	231	250	245
02-7220-6500	Capital Outlay	-	60,000	60,874	260,995	725,000
02-7220-8004	Mowry Bridge - Pass-thru	-	6,830,846	3,385,183	6,020,331	1,958,111
02-7220-5854	Online Fees	-	-	12,969	-	15,563
	Total Expenditures	1,623,243	8,605,671	4,858,455	8,090,175	4,816,281
	FUND BALANCE:	-	48,138	6,779,110		157,367

- Facility Maintenance: PLC Communications upgrade (\$150,000.00); Scada Tower (\$3,000.00); Well 9 VFD (\$17,000.00); **A/C Unit (\$8,000.00)** (5460)
- Mowry Bridge Transfer (\$1,958,111.00 for the construction of Mowry Bridge) (8004)
- Capital Outlay: Backwash Project (\$500,000.00); Automatic Meter Read Project (\$200,000.00-Grant Reimbursable); (3) Vehicles (Shared cost with the General Fund and Sewer Fund) (6500)

LONG-TERM LIABILITIES – WATER

USDA Water Improvement Loan				
Year Ended June 30	Principal	Interest	Totals	
2022	50,000	16,650	66,650	
2023	52,000	14,355	66,355	
2024	54,000	11,970	65,970	
2025	57,000	9,473	66,473	
2026-2028	122,000	12,285	134,285	
Total	335,000	64,733	399,733	

- USDA Water Improvement Loan debt service will terminate 2028.

GAS TAX – STREET FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
07-3500-3527	State Allocation -	-	-	40,881	-	13,627
07-3500-3528	State Allocation - 2032	167,865	163,896	133,045	163,896	163,896
07-3500-3529	State Allocation - 2103	57,079	32,972	54,939	32,972	32,972
07-3500-3530	State Allocation - 2105	64,375	49,325	42,766	49,325	49,325
07-3500-3531	State Allocation - 2106	37,548	28,645	24,622	28,645	28,645
07-3500-3532	State Allocation - 2107	82,003	60,473	57,123	60,473	60,473
07-3500-3533	State Allocation - 2107.5	3,000	3,000	3,000	3,000	3,000
07-3400-3410	Interest Income	921	-	-	-	-
07-3900-3903	Interfund Transfer		-	-	-	41,456
07-3500-3600	Grant	57,693	319,293	339,656	870,552	860,670
	Total Revenues	470,485	657,604	696,032	1,208,863	1,254,064
Expenditures						
07-7190-5010	Salaries, Regular	12,826	26,151	15,028	16,445	24,879
07-7190-5060	Overtime	128	500	34	500	500
07-7190-5150	Utilities- Street Lights	83,187	79,056	51,167	71,000	71,000
07-7190-5450	Vehicle Maintenance / Operations	335	547	885	500	500
07-7190-5470	Street Repair / Maintenance	6,067	49,824	17,043	35,000	25,000
07-7190-5800	Special Department Supplies	1,572	2,500	5,334	2,000	2,000
07-7190-5821	Engineering Services	322	1,820	-	1,000	1,000
07-7190-5840	Audit Fees	1,483	1,800	1,851	1,850	1,850
07-7190-6050	Retirement	959	1,827	1,025	1,272	1,985
07-7190-6060	Health & Life Insurance	1,214	3,953	899	4,334	3,097
07-7190-6070	F.I.C.A./Medicare	949	2,038	1,060	1,297	1,942
07-7190-6080	Workers Compensation	2,087	6,792	1,945	2,298	3,636
07-7190-6100	Disability Insurance	113	288	142	183	274
07-7190-6500	Capital Outlay	258,425	480,507	398,731	961,068	1,191,085
	Total Expenditures	369,667	657,603	495,144	1,098,747	1,328,748
	FUND BALANCE:	197,552			-	74,684

- Estimated Allocation for Fiscal Year 21/22
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) Alley Paving; 5) 5th & Quince Street Rehabilitation; 6) Derrick & Oller Roundabout; **7) City Council Design (Local-TBD; Federal-Amador & Smoot Avenue Extension); 8) Cervantez Access**
- Boom Truck (\$50,000.00); Bass & Barboza Roundabout Landscape (\$5,000.00-shared cost with the Streets Funds) Trash Pump (Shared costs with the Sewer and Streets Funds); Paint shaker & Bobcat cement mixer attachment (Shared costs with the Streets funds) (6500)

MEASURE "C" STREET FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 19/20 Actual as of Apr-20	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
14-3100-3175	County Allocation	190,979	166,208	150,207	166,208	152,587
14-3100-3180	County Allocation (ADA)	4,242	5,817	5,073	5,817	5,341
14-3100-3190	County Allocation (Flexible)	150,259	197,530	166,915	197,530	180,593
14-3400-3410	Interest Income	617	-	-	-	-
14-3500-3600	Grant	286,415	200,000	282,797	701,105	356,881
14-3900-3903	Interfund Transfer	-	-	-	-	35,382
	Total Revenues	632,511	569,555	604,992	1,070,660	730,784
Expenditures						
14-7190-5010	Salaries, Regular	114,475	136,086	83,186	135,980	132,058
14-7190-5060	Overtime	886	750	201	1,000	500
14-7190-5420	Street ADA Projects	2,667	10,000	-	-	-
14-7190-5450	Vehicle Maintenance/Operations	10,007	9,000	7,133	8,000	7,000
14-7190-5470	Street Repair / Maint.	11,658	62,659	16,404	40,000	23,000
14-7190-5480	Sidewalk / Curb / Gutter-Maint.	-	10,000	-	1,000	1,000
14-7190-5800	Special Department Supplies	7,183	10,000	8,011	8,000	7,900
14-7190-5840	Audit	2,041	2,541	2,480	2,500	2,500
14-7190-5850	Contract Services	38,453	35,000	16,392	35,000	35,000
14-7190-6050	Retirement	7,992	8,564	6,133	9,381	10,446
14-7190-6060	Health & Life Insurance	29,115	34,960	14,895	34,358	32,504
14-7190-6070	F.I.C.A./Medicare	9,071	10,468	6,344	10,479	10,179
14-7190-6080	Workers Compensation	17,898	18,399	10,338	18,578	19,064
14-7190-6100	Disability Insurance	1,153	1,478	888	1,479	1,437
14-7190-6500	Capital Outlay	546,091	219,650	353,206	805,089	790,194
	Total Expenditures	798,689	569,555	525,611	1,110,844	1,072,782
	FUND BALANCE:		-		40,184	341,998

- Estimated Allocation for Fiscal Year 21/22
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) Alley Paving; 5) 5th & Quince Street Rehabilitation; 6) Derrick & Oller Roundabout; **7) City Council Design (Local-TBD; Federal-Amador & Smoot Avenue Extension); 8) Cervantez Access**
- Trash Pump (Shared costs with the Sewer and Streets Funds) Paint shaker & Bobcat cement mixer attachment (Shared costs with the Streets Funds) (6500)

“LTF” STREET FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 18/19	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
12-3100-3160	Article III	8,714	8,577	9,662	9,275	9,662
12-3100-3170	Article VIII	395,734	387,298	243,374	418,807	286,079
12-3100-3410	Interest Income	837	100	-	100	100
12-3500-3600	Grant	123,661	-	282,373	653,797	621,618
12-3900-3903	Interfund Transfer	-	-	-	-	-
	Total Revenues	528,946	395,975	535,409	1,081,979	917,459
Expenditures						
12-7190-5010	Salaries, Regular	105,531	95,967	92,787	81,551	89,442
12-7190-5060	Overtime	918	750	1,482	1,000	1,000
12-7190-5440	Street Painting	-	-	-	-	-
12-7190-5450	Veh. Maint/Operations	8,067	5,000	3,120	7,000	7,000
12-7190-5470	Street Repair	36,208	50,000	1,740	-	35,000
12-7190-5480	Sidewalk / Curb	986	10,000	-	-	-
12-7190-5500	Fuel	4,704	5,000	9,288	5,000	5,000
12-7190-5800	Special Department Supplies	11,933	15,000	12,038	10,000	10,000
12-7190-5821	Engineering Services	756	3,000	-	-	-
12-7190-5840	Audit Fees	1,844	1,500	1,851	1,851	1,851
12-7190-5850	Contract Services	2,133	1,500	2,575	5,000	5,000
12-7190-6050	Retirement	7,220	6,229	6,872	5,844	6,882
12-7190-6060	Health & life Insurance	24,240	18,677	13,697	14,912	14,375
12-7190-6070	F.I.C.A./Medicare	8,205	7,398	7,299	6,315	6,584
12-7190-6080	Workers Compensation	16,194	13,502	11,587	11,196	12,958
12-7190-6100	Disability Insurance	1,038	1,045	1,019	892	1,311
12-7190-6500	Capital Outlay	138,786	161,407	331,860	752,998	754,404
	Total Expenditures	368,764	395,975	497,215	903,559	950,807
	FUND BALANCE:	-	-			33,348

- Estimated Allocation for Fiscal Year 21/22
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) Alley Paving; 5) 5th & Quince Street Rehabilitation; 6) Derrick & Oller Roundabout; **7) City Council Design (Local-TBD; Federal-Amador & Smoot Avenue Extension; 8) Cervantez Access**
- Paint shaker & Bobcat cement mixer attachment (Shared costs with the Streets Funds) (6500)

MENDOTA CFD FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
61-3000-3015	Mendota CFD / 2006 - 01	353,745	348,607	240,348	415,000	420,000
61-3400-3410	Interest Income	164	50	-	50	50
61-3500-3600	Grant	-	-	-	14,987	-
	Total Revenues	353,908	348,657	240,348	430,037	420,050
Expenditures						
61-6150-5010	Salaries, Regular	239,600	228,659	182,052	278,328	278,453
61-6150-5060	Overtime	8,991	6,000	9,029	8,000	8,000
61-6150-5850	Contract Services	4,898	4,654	43,430	44,466	25,000
61-6150-6050	Retirement	2,517	2,615	443	12,319	13,949
61-6150-6060	Health & life Insurance	50,270	46,287	29,824	50,819	73,349
61-6150-6070	F.I.C.A./Medicare	19,814	17,952	15,359	21,904	20,854
61-6150-6080	Workers Compensation	37,218	32,481	24,034	38,834	41,042
61-6150-6100	Disability Insurance	2,554	2,534	2,160	3,092	3,094
	Total Expenditures	365,862	341,182	306,331	457,762	463,741
	FUND BALANCE:		-	35,458	27,725	43,691

- Contract Services: Dispatch Contract Services \$20,000.00 (5850)

AVIATION

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Revenues						
05-3500-3600	State Allocation	10,000	10,000	1,000	10,000	10,000
05-3400-3410	Interest Income	1	-	-	-	-
05-4000-4650	Grant	88,534	15,000	2,795	-	-
	Total Revenues	98,536	25,000	3,795	10,000	10,000
Expenditures						
05-7230-5010	Salaries, Regular	1,864	1,818	1,931	1,969	2,233
05-7230-5060	Overtime	75	-	99	-	100
05-7230-5150	Utilities	341	150	146	217	200
05-7230-5460	Facility Repair/Maintenance	1,600	2,350	2,795	1,900	1,353
05-7230-5800	Special Department Supplies	-	-	-	-	-
05-7230-5821	Engineering	-	-	-	-	-
05-7230-5850	Contract Services	-	-	-	-	-
05-7230-6050	Retirement	133	127	149	152	178
05-7230-6060	Health & Life Insurance	367	388	204	388	388
05-7230-6070	F.I.C.A./Medicare	151	139	149	151	170
05-7230-6080	Workers Compensation	298	693	253	267	320
05-7230-6100	Disability Compensation	19	20	22	21	24
05-7230-6150	Airport Insurance	4,087	19,000	4,699	4,600	4,699
05-7230-6400	Taxes & Assesments	320	315	334	335	335
05-7230-6500	Capital Outlay	87,155	-	-	-	-
	Total Expenditures	92,397	25,000	10,781	10,000	10,000

"COPS"

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
Fund	Description	Average Past 3 Years	Budget FY 19/20	Actual as of Apr-21	Budget FY 20/21	Budget FY 21/22
Revenues						
23-3500-3560	COPS	148,037	100,000	116,727	100,000	100,000
23-3400-3410	Interest Income	137	10	-	10	10
	Total Revenues	<u>148,174</u>	<u>100,010</u>	<u>116,727</u>	<u>100,010</u>	<u>100,010</u>
Expenditures						
23-6150-5010	Salaries, Regular	87,824	87,541	47,660	79,055	102,479
23-6150-5060	Overtime	15,206	13,000	4,821	15,000	15,000
23-6150-6050	Retirement	1,719	631	1,783	3,953	3,576
23-6150-6060	Health & life Insurance	20,312	20,738	7,372	17,755	28,146
23-6150-6070	F.I.C.A./Medicare	8,099	7,692	4,024	7,195	8,987
23-6150-6080	Workers Compensation	13,808	16,980	6,264	12,756	16,917
23-6150-6100	Disability Insurance	1,046	1,086	536	1,016	1,269
	Total Expenditures	<u>148,016</u>	<u>147,668</u>	<u>72,459</u>	<u>136,730</u>	<u>176,374</u>
	FUND BALANCE:		<u>47,658</u>		<u>36,720</u>	<u>76,364</u>

DONATION FUND

Proposed Budget for Fiscal Year 2021-22

		Proposed Budget FY 21/22
Fund	Description	
Donation Fund		
24 (Fund Balance)	Donation Fund Balance	10,535
	Total Revenues	10,535
Expenditures		
24-5090-5800	Special Department Supplies	10,535
	Total Expenditures	10,535

- National Night Out Event
- K-9 Program

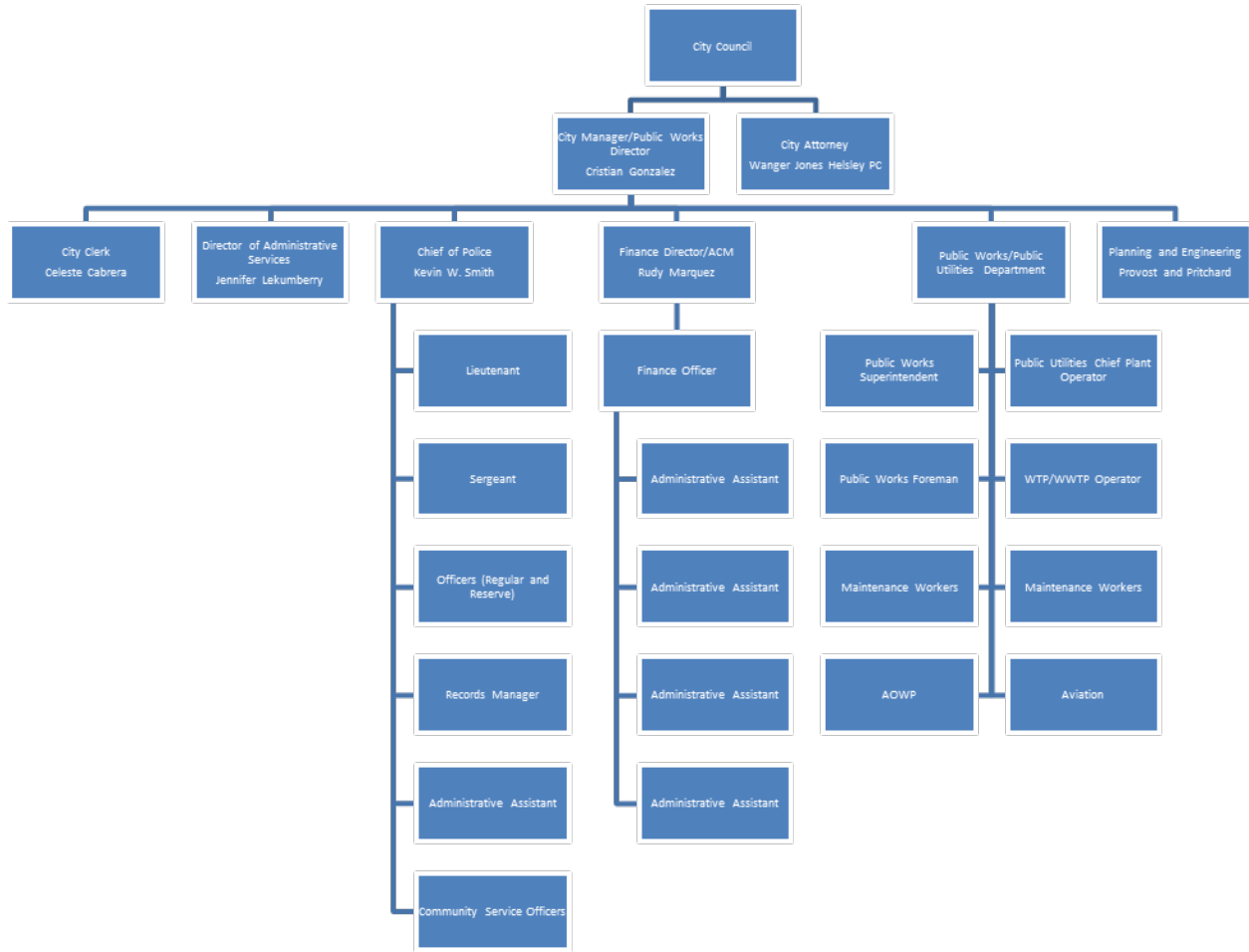
LANDSCAPE & LIGHTING MAINTENANCE DISTRICT FUND

Proposed Budget for Fiscal Year 2021-22

		FY 20/21	Approved	Proposed
		Actual as of	Budget	Budget
Fund	Description	Apr-21	FY 20/21	FY 21/22
Revenues				
78-3000-3015	L&LMD	9,333	-	21,638
Expenditures				
78-7250-5010	Salaries	430	-	13,811
78-7250-5060	Overtime	-	-	100
78-7250-5150	Utilities	-	-	500
78-7250-5460	Facility Repair/Maintenance	-	-	1,950
78-7250-5800	Special Department Supplies	-	-	200
78-7250-5850	Contract Services	939	-	1,000
78-7250-6050	Retirement	33	-	832
78-7250-6060	Health & Life Insurance	57	-	-
78-7250-6070	F.I.C.A./Medicare	34	-	1,056
78-7250-6080	Workers Compensation	44	-	431
78-7250-6100	Disability Insurance	5	-	149
78-7250-6110	Property & General Liability	-	-	400
78-7250-6400	Taxes & Assessments	-	-	25
	Total Expenditures	1,543	-	20,454

CITY OF MENDOTA

Organizational Chart



CITY OF MENDOTA

Payroll Allocation Summary

City Manager

General Fund	35%
Water	25%
Sewer	25%
Gas Tax	5%
Measure C	5%
LTF	5%

City Clerk

General Fund	40%
Water	30%
Sewer	30%

Director of Administrative Services

General	40%
Water	30%
Sewer	30%

Public Utilities Chief Plant Operator

Water	50%
Sewer	50%

Public Utilities Superintendent (1)

Water	60%
Sewer	40%

Public Utilities Water/Wastewater Opr I (2)

Water	50%
Sewer	50%

Public Utilities Maintenance Worker III (1)

Water	60%
Sewer	40%

Finance Director/Assistant City Manager

General Fund	35%
Water	23%
Sewer	22%
Measure C	10%
LTF	10%

Finance Officer

Water	35%
Sewer	35%
Sanitation	20%
Measure C	5%
LTF	5%

Administrative Assistant (3)

Water	40%
Sewer	40%
Sanitation	20%

Administrative Assistant PT (1)

Water	35%
Sewer	35%
Sanitation	20%
General	10%

Public Works Superintendent (1)

General	10%
Water	20%
Sewer	10%
Measure C	30%
LTF	30%

Public Utilities Water/Wastewater Operator (1)

Sewer	100%
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Public Works Janitor PT (1)

General	20%
Water	40%
Sewer	40%

Public Utilities Maintenance Worker (2)

Water	60%
Sewer	40%

Public Works Maintenance Worker (1)

General	25%
Water	10%
Airport	5%
Sewer	10%
Gas Tax	15%
Measure C	15%
LTF	20%

Public Works Maintenance Worker I (1)

General	30%
Water	10%
Sewer	30%
Measure C	10%
LTF	10%
Gas Tax	10%

Public Works Maintenance Worker III (1)

General	50%
Water	10%
Sewer	10%
Measure C	5%
LTF	5%
L&LM	20%

Public Works Maintenance Worker PT (1)

General	25%
Water	25%
Sewer	25%
LTF	10%
L&LM	15%

Public Works Foreman

General	10%
Water	50%
Sewer	30%
Measure C	5%
LTF	5%

Public Works Maintenance Worker (2)

Water	50%
Sewer	30%
Measure C	10%
LTF	10%

Public Works Maintenance Worker (1)

General	14%
Water	33%
Sewer	33%
Measure C	10%
LTF	10%

Public Works Maintenance Worker (1)

Measure C	100%
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Public Works Maintenance Worker (1)

General	10%
Water	20%
Sewer	10%
Measure C	20%
LTF	20%
Gas Tax	20%

Public Works Maintenance Worker (1)

Water	40%
Sewer	20%
Measure C	10%
LTF	10%
L&LM	20%

Police Chief
General 100%

Police Lieutenant (1)
General 28%
CFD 58%
COPS 14%

Police Sergeant (1)
COPS 75%
CFD 25%

Police Sergeant (1)
General 55%
CFD 45%

Police Officer-SRO (3)
General 100%

Police Sergeant (1)
General 38%
CFD 45%
COPS 17%

Police Sergeant (1)
CFD 60%
General 40%

Reserve Officers (5)
General 100%

Police Officer (2)
General 100%

Police Records Manager (1)
General 100%

Police Administrative Assistant (1)
General 100%

Police Officer R124 (2)
General 100%

Police Officer (1)
CFD 100%

Police Officer (1)
General 40%
CFD 60%

Community Service Officer (2)
General 80%
Water 20%

Police Officer (1)
COPS 50%
CFD 50%

Community Service Officer (2)
General 100%

Police Officer (R124) (2) (1000 hrs)
General 100%

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONDITIONAL APPROVAL OF THE REMAINING EXCLUSIVE USE PERMITS FOR 2021
DATE: JUNE 8, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-36, conditionally approving the remaining exclusive use permits for 2021?

BACKGROUND

The Mendota Municipal Code allows to submit an application for the exclusive (reserved) use of City facilities for approval at the first Council Meeting in March. Any applications submitted after this will be secondary to these permits and may be approved by the City Manager. However, with the recent pandemic restrictions, submitted applications have been tabled until the County of Fresno moves into the tier which activity is allowed.

Staff is presenting to the City Council the exclusive use permit applications for the following events: Annual Backpack Giveaway, Red Ribbon Trunk & Treat, and the Annual Christmas Parade-Food Court. The Annual Senior Center Thanksgiving Lunch will be omitted from the remaining list of facility use applications since the Mendota Unified School District will be taking back the Community Center facility.

Staff is asking that the City Council conditionally approve the applications, as is or with restrictions that the City Council may deem necessary. As contained in the resolution, all required documentation will need to be submitted for full approval within two weeks before the use of the facility and/or comply with any restrictions that the City Council has placed due to the current circumstances.

ANALYSIS

All applications were submitted prior to the initial deadline in March 2021. Two of the three applications submitted are City-sponsored events except for the Annual Backpack Giveaway. Fees for the facility will be waived for the Red Ribbon Trunk & Treat and the Annual Christmas Parade – Food Court. However, any key deposit or general deposit for cleaning and damages will still be payable and reimbursable if key(s) and facility are returned in original condition. Staff is recommending approving the applications with a \$250 general deposit, a \$50 key deposit, and providing insurance coverage listing City of Mendota as a Certificate Holder, as outlined in Exhibit A. If circumstances or new safety measures shall arise, the approved events will be cancelled or rescheduled to be in compliance with local and state laws but also keeping our community safe.

FISCAL IMPACT

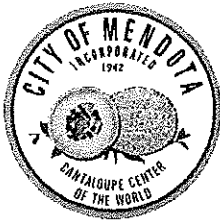
\$180.00 for the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-36, conditionally approving the remaining exclusive use permits for 2021.

Attachment(s):

1. Resolution No. 21-36, conditionally approving the remaining exclusive use permits for 2021
2. Three (3) Applications
3. Exhibit A – Conditions



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050: APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Rojas Park - Parking lot

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY):

TELEPHONE NO.:

4. DATE: August 1, 2021 TIME: 9:00 Am to 3:00pm.

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Pavilion Concession Stand area

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Free Back-Pak give away

7. Number of persons expected to attend the function or event. 300

8. Will alcoholic beverages be sold? Yes ___ No. X note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No. X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

We will be giving away free back-pak to the
Children of Mendota

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0 \$. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.
Children of Mendota

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Rec (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-23-2009

I, Sergio Valder, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 2-23-2021

Sergio Valder
Signature of Permittee

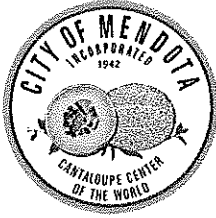
CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

Rojas Park - Parking Area

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY):

TELEPHONE NO.:

4. DATE: Oct 30, 2021 TIME: @ 1:00pm to 9:00 pm

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Pavilion concession stand - parking lot

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Red ribbon - trunk + trick

7. Number of persons expected to attend the function or event. 300

8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of not more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

Event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____

ADDRESS: _____

PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

Pavilion for cake walk-raffle area - parking lot to set-up
Halloween displays.

12. Will concession stand(s) be used? Yes _____ No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0\$. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valdez have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valdez DATE: 2-21-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 3-21-2021

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____



CITY OF MENDOTA FACILITY USE APPLICATION

FEB 23 2021

PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- NOISE PERMIT, IF APPLICABLE
- DEPOSIT, USE FEE, AND KEY DEPOSIT RETURNED TO APPLICANT

1. This application is for the use of the following facility:

7th St - 6th St - Piche St - Tule St. Christmas Parade

2. The organization, individual, business or entity applying for the use permit:

Mendota Youth Recreation

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Sergio Valdez

ADDRESS (STREET AND CITY):

TELEPHONE NO.:

4. DATE: 12-18-2021 TIME: 9:00 to 9:00 pm.

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

Annual Christmas Parade - Food Court

7. Number of persons expected to attend the function or event. 600

8. Will alcoholic beverages be sold? Yes ___ No note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes ___ No . Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the

event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: _____
ADDRESS: _____
PARTICIPATION/INVOLVEMENT: _____

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

We will be applying for encroachment permits for the streets for floods. 1st street for food court vendors & other vendors - R.F. for music

12. Will concession stand(s) be used? _____ Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket 0. State the reason for imposing this admission charge.

14. Will there be a live band at this function? _____ Yes No (See attached municipal code regarding noise ordinance)

15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

All proceeds to benefit Mendota Youth recreation programs

16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Sergio Valle have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and Mendota Youth Recreation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee: Sergio Valle DATE: 2-23-2021

I, Sergio Valdez, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 2-23-2021

Sergio Valdez
Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____. THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONDITIONALLY
APPROVING THE REMAINING EXCLUSIVE
USE PERMITS FOR CITY FACILITIES FOR 2021**

RESOLUTION NO. 21-36

WHEREAS, as of February 26, 2021, eleven (11) Facility Use applications were submitted to City staff for the Exclusive Use of a City facility for the purpose of an event or a reoccurring event that will be of benefit to the community; and

WHEREAS, the majority of the Facility Use applications were tabled due to the coronavirus pandemic and the County of Fresno's health restrictions; and

WHEREAS, the County has moved to the orange tier allowing the remaining tabled applications submitted to be considered by the City; and

WHEREAS, applicants must comply with local and state health guidelines and emergency orders in place; and

WHEREAS, the City Council has reviewed the Facility Use applications and considered all conditions, which are stated in Exhibit A, included herein and made part hereof by this reference, and has independently determined that the use of a City facility is a benefit to the community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby approves the Exclusive Use Permit applications for use of City Facilities with the conditions provided in Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the aforementioned Facility Use applications are required to submit any required documentation for full approval two (2) weeks before the applicant's first use of the City facility.

Rolando Castro, 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 8th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

EXHIBIT A

City of Mendota - Remaining 2021 Facility Use Applications

	DATE/TIME	# OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
1	Sunday, August 1, 2021/9:00am-3:00pm	1	Annual Backpack Giveaway	Rojas-Park	Mendota Youth Recreation & Westside Youth	\$ -	\$ 180.00
2	Saturday, October 30, 2021/1:00-9:00pm	1	Red Ribbon Trunk & Treat	Rojas-Park	Mendota Youth Recreation	Fees Waived: \$530.00 (Exhibit B)	\$ -
3	Saturday, December 18, 2021/9:00am-9:00pm	1	Annual Christmas Parade-Food Court	City Streets	Mendota Youth Recreation	Fees Waived: \$42.50 (Exhibit B)	\$ -
TOTAL: \$							180.00

	EVENT	CONDITIONAL APPROVAL
1	Annual Backpack Giveaway (Mendota Youth Recreation & Westside Youth)	Provide liability insurance Provide a detailed itinerary Clean facility and property Obtain a Noise Permit Pick up key (7/30/2021) Return key (8/2/2021) Comply with all local and state health requirements related to COVID City requirements: Face mask required, if applicable Fees: \$175 Concession Stand & \$5 Noise Permit; Deposits: \$250 General Deposit; \$50 Key Deposit
2	Red Ribbon Trunk & Treat (Mendota Youth Recreation)	Provide liability insurance Clean facility and property Obtain a Noise Permit Pick up key (10/29/2021) Return key (11/1/2021) Comply with all local and state health requirements related to COVID City requirements: Face mask required, if applicable Fees: \$0.00; Deposits: \$150 Concession Stand; \$50 Key
3	Annual Christmas Parade - Food Court	Provide a detailed itinerary Clean property Contract trash services Obtain a Noise Permit Obtain an Encroachment Permit Comply with all local and state health requirements related to COVID The City of Mendota shall: Require vendors to obtain a Business License Fees: \$0.00; Deposits: \$0.00

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING STAFF AND CONSULTANTS TO PREPARE NECESSARY DOCUMENTATION FOR THE ISSUANCE OF BONDS TO REFUND AND PREPAY CERTAIN OUTSTANDING OBLIGATIONS AND TO FINANCE A NEW CITY HALL AND POLICE FACILITY; AND APPROVING FINANCING TEAM MEMBERS IN CONNECTION THEREWITH
DATE: JUNE 8, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-37, authorizing staff and consultants to prepare necessary documentation for the issuance of bonds to refund and prepay certain outstanding obligations and to finance a new city hall and police facility; and approving financing team members in connection therewith?

BACKGROUND

Refunding/Prepayment. On October 13, 2005, on behalf of the City of Mendota (the “City”), the Mendota Joint Powers Financing Authority (the “Authority”) issued its Wastewater Revenue Bonds, Series 2005 (Bank Qualified) (the “2005 Bonds”) in an original principal amount of \$3,725,000 to finance capital improvements to the City’s wastewater treatment system, refund certain prior bonds and for other costs relating to such bonds.

On January 26, 2010, the 2010-1 Certificates of Participation (the “Certificates” and, together with the 2005 Bonds, the “Prior Obligations”) were executed and delivered to the Rural Utilities Service, United States Department of Agriculture in an original principal amount of \$2,250,000 pursuant to a trust agreement by and among a trustee thereunder, the Authority and the City to finance additional capital improvements to the wastewater treatment system.

With interest rates current at historic lows, there is a market opportunity for the City to cause the refunding and prepayment of all of the outstanding Prior Obligations, to restructure the debt service to a more level structure, and achieve savings for the City’s wastewater system.

City Hall/Police Department Project. The City also has a pressing need for a new facility to house City Hall and Police Department functions for the City. The City has enjoyed ongoing development and expansion, but existing City Hall facilities are insufficient to meet the needs of the City to properly serve residents for the decades to come. The City’s Police Department currently rents a facility near the airport for \$36,000 per year, but the Department’s space and facility needs have surpassed that of this temporary facility.

ANALYSIS

Refunding/Prepayment. The City's existing debt obligations related to the wastewater system are not level pay and a restructuring is necessary or the City will be required to raise system rates to have adequate debt service coverage for such obligations in future years. NHA Advisors has proposed a refunding and restructuring plan to improve debt service coverage and provide capacity for the wastewater system to reimburse the City for system employees located in City Hall. Refinancing and restructuring the Prior Obligations significantly reduces near-term payments through FY 2024-25, while still capturing positive net present value savings based on reasonable estimates of market interest rates. Current low interest rates in the municipal marketplace make the refunding and restructuring plan attractive.

City Hall/Police Department Project. The Project is expected to cost approximately \$7.5 million. Fortunately, the City has received a one-time gift of \$1 million that is available to reduce the Project's cost, and the remainder of Project costs may be funded with proceeds new tax-exempt bonds. Financing the Project costs now through tax exempt bonds will allow the City to take advantage of historically low interest rates, free-up the general fund for other vital needs and minimize the impacts of inflation and ever-increasing construction and material costs.

The proposed Resolution No. 21-37 would initiate the design and planning process for the Project by authorizing the City's retention of experienced professional services providers to provide both financial and construction management services for the Project. By taking the actions proposed today, the City Council would take the first steps to the detailed development of, and financing for, the Project, but would retain discretion in the future to finalize the design, budget, and formally approve issuance of the financing and construction of the Project.

The City lacks the specialized experience and capacity to oversee and issue financing and construction of the Project, and the professional service providers listed below are recognized nationally as leaders in their field, and are qualified and capable of providing the required services in a timely manner. As described above, proceeding with both Projects on an expedited basis is necessary to continue providing high-quality government services to residents, take advantage of historically low interest rates and avoiding inflation / cost increases, and therefore necessary the health, safety, and welfare of the public and the protection of property.

Retention of Professionals.

Public Facilities Investment Corporation (“PFIC”) is a nationwide developer that specializes in the development/renovation of municipal facilities and infrastructure for cities, counties, and states. PFIC offers a full range of comprehensive construction management services that satisfy every aspect of local programming & planning needs, and would serve as Construction / Program Manager for the Project. PFIC has partnered with specialized California-based design and construction professionals to guide the City through the planning, financing, procurement, and development process for the Project in a professional and efficient manner. PFIC recognizes and values the institutional knowledge of City staff and will work closely with the City’s staff and engineer, but simultaneously allowing existing staff and engineering professionals to remain focused on other pressing projects.

Norton Rose Fulbright US LLP served as bond and disclosure counsel (as applicable) on the Prior Obligations issued for the City and is very experienced as well with new money projects, having served as bond and disclosure counsel recently for the San Pablo City Hall financing among many others. In California, the firm has served as counsel on nearly 500 certificates of participation and lease revenue bond transactions. Over the past five years alone, Norton Rose’s California-based attorneys have completed more than 600 transactions for California cities, counties and other public agencies, representing over \$50 billion in principal amount of municipal securities. The firm is currently ranked 2nd nationally among bond counsel.

NHA Advisors, LLC is a privately-owned Independent Registered Municipal Advisor that provides comprehensive, holistic municipal advisory and consulting services to local government agencies throughout California, with an emphasis on cities. NHA works with over 80 California public agencies, including over 65 cities, on various financing and debt management projects. NHA is the leading municipal advisor to northern California cities since 2012, having completed more financing transactions for cities north of Kern County than any other municipal advisor. Recent notable examples of NHA’s recent utility financing include a \$7.8M water and sewer refunding for Exeter, a \$21M capital projects financing for Oxnard, and a \$25M direct placement refunding for Ukiah. Recent notable examples of NHA’s recent lease revenue bond financing experience includes a \$63 million city hall/police station/library complex for Newark, a \$48M streets financing for Lancaster, and \$4.6M city hall refinancing to save American Canyon annual interest costs. In addition to being a leading California Municipal Advisor, NHA provides non-transaction oriented consulting services such a financial planning and policy development, continuing disclosure remediation and on-going reporting assistance and education and cost management strategies with respect to pension challenges.

Raymond James is one of the most active underwriters in America. In 2020, Raymond James underwrote 1,338 municipal bond transactions, meaning we were in the market, on average, with 26 deals a week. Raymond James is one of the top underwriters of Certificates of Participation and Lease Revenue Bonds in California and has the necessary banking expertise to structure the bonds for City’s new City Hall and Police Department facility. Since January 1, 2018, Raymond James has senior managed \$836.1 million (42 transactions) of COPs/Lease Revenue Bonds in California. Raymond James is also very experiences in the water and wastewater revenue bond space. Our national underwriting experience in the water or sewer revenue bond sector includes

344 lead or sole managed deals totaling \$6.8 billion since 2018. In California, Raymond James has served as the lead or sole underwriter on 16 water or wastewater revenue financings over the past 3 years totaling \$330 million.

FISCAL IMPACT

Compensation to Norton Rose Fulbright US LLP, NHA Advisors, and Raymond James will be contingent upon successful closing of the financing transactions and will be paid out of the proceeds of those transactions. As a result, there is no near-term budgetary/fiscal impact from engaging these parties.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-37, authorizing staff and consultants to prepare necessary documentation for the issuance of bonds to refund and prepay certain outstanding obligations and to finance a new city hall and police facility; and approving financing team members in connection therewith.

Attachment(s):

1. Resolution No. 21-37
2. NHA Presentation Previously Delivered to the City Council
3. Proposals/Disclosures from all Professionals

CITY HALL & POLICE FACILITY COMPLEX

FINANCIAL FEASIBILITY ANALYSIS



CITY OF
MENDOTA

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

May 2020

Presentation Outline

- ▶ NHA Presentation Team & Approach
- ▶ Consulting Assignment Objective & Method
- ▶ Project Background
- ▶ City General Fund (GF) Credit Evaluation & Potential Debt Payment
 - ▶ Initial Credit Rating Thoughts
 - ▶ Financing Considerations
 - ▶ Analysis and Results
- ▶ Long-Term Financial Forecast Analysis
 - ▶ Summary of Historical GF Financials
 - ▶ Baseline 10-Year GF Projection
 - ▶ GF Forecast Stress Testing & Alternative Projection
 - ▶ Water and Sewer Fund Coverage Projections
 - ▶ Refunding and Restructuring Opportunity to Improve Sewer Fund Coverage
- ▶ “To-Do” Items Before a Public Offering of City Bonds
- ▶ Summary



NHA Advisors Presentation Team



Eric Scriven

Principal

Serving public agencies since 1990

- ▶ Experienced Generalist
- ▶ Advisor & Fiduciary Ethos
- ▶ Cities and Special Districts
- ▶ Previous Underwriting Experience (15 years)
- ▶ Revenue and Tax Backed
- ▶ Specialist in utility, energy, pension and land-secured projects; Fiscal sustainability focus
- ▶ Strengths: Educator, translator, project manager, client advocacy
- ▶ MBA, Haas School of Business; B.S. Urban Land Economics and Finance (both UC Berkeley)
- ▶ Series 50 & 54 Licenses



Leslie Bloom

Vice President

Serving public agencies since 2007

- ▶ Joined NHA in 2021
- ▶ 14 years investment banking experience
- ▶ Experience with a wide variety of public agencies in California (Cities, Special Districts, Utility Districts, Successor Agencies, State)
- ▶ Board Member Women in Public Finance, San Diego
- ▶ Active with CSMFO, NFMA, CSMA
- ▶ B.S. Accounting and Finance (University of Arizona)
- ▶ Series 50 License



Christian Sprunger

Associate

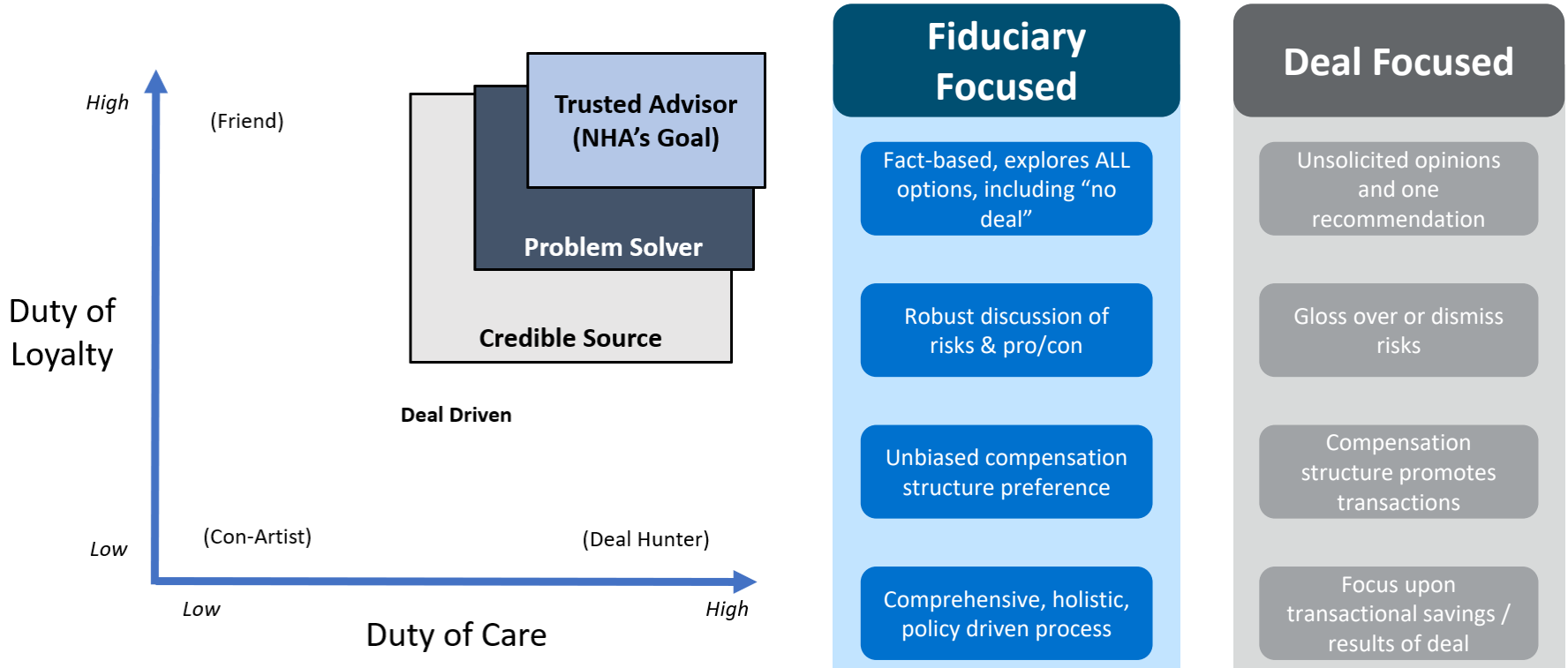
Serving public agencies since 2016

- ▶ Joined NHA in 2016
- ▶ Project Support and Project Management on over California 100 financing transactions; over \$2 billion in par
- ▶ General Fund Forecasting and Fiscal Sustainability Consulting
- ▶ Credit analysis expertise for General Fund, Water Fund, Sewer Fund
- ▶ M.S. Finance (Indiana University); B.S. Biological Sciences (Biola University)
- ▶ Series 50 License



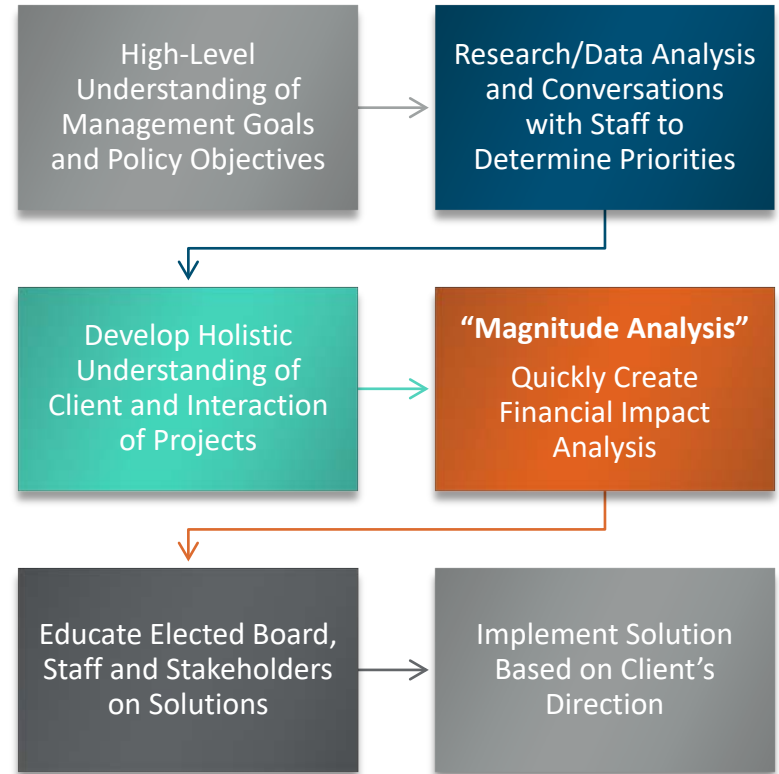
CITY OF
MENDOTA

The “NHA Way” – A Fiduciary-First Approach



“NHA Way” – A Method to Secure the Right Results

- ▶ **Listen to Understand.** Clarity as to our clients’ goals, opportunities and constraints is a necessary starting point.
- ▶ **Due Diligence.** Combining our decades of experience and expertise with very wide and deep due diligence effort ensures that full and multi-faceted solution set is being investigated for client consideration
- ▶ **Options.** Development and presentation of the most comprehensive set of alternatives is a hallmark of the NHA Way. As a fiduciary, sometimes our duty to client entails advising that “the best deal is no deal.”
- ▶ **Translate and Educate.** De-stilling complexity into simplicity. Honest discussions of the pros/cons and risks of alternatives. Ensuring client decision-makers have their own clarity to make the best decisions for their public agency and its stakeholders.
- ▶ **Execute.** Client decides and then client directs staff and NHA to implement. As client’s “go-to” representative and Quarterback to secure most effective, efficient effort is undertaken to ensure client’s interests are served and objectives are met.



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NHA | **ADVISORS**
Financial & Policy Strategies.
Delivered.

Consulting Assignment Objective and Method

- ▶ NHA Advisors to provide evaluation to City Council if City has the financial capacity to pay for the City Hall / Police Facility project
- ▶ NHA Advisors will evaluate whether the General Fund, the Water Fund and the Sewer Fund can afford their respective contributions required to pay debt service on a lease revenue bond financing
 - ▶ Develop Long-term forecasts for each of the three funds
 - ▶ Estimate City's General Fund credit rating category using published rating criteria and supplied information
 - ▶ Calculate an estimated annual debt service payment for full project funding based upon credit rating assessment and other assumptions using current market interest rates (plus a contingency "cushion")
 - ▶ Various assumptions have been "stress-tested" to evaluate City's ability to pay debt service under adverse conditions over the long-term



Project Background

- ▶ City plans to construct \$7.5 million combined city hall and police station facility
 - ▶ \$7.5M figure includes contingency and FF&E
 - ▶ City received a one-time gift of \$1M they plan to apply to the project, resulting in net cost of \$6.5M
 - ▶ City's police department currently rents facility near Airport for \$36,000 per year
- ▶ City received financing terms from Public Facilities Investment Corp ("PFIC") for a 30-year term, 2.96% 30-year rate (as of February 17, 2021), level annual payment structure; annual payment of \$390K
- ▶ NHA reviewed last 3 years of General Fund revenues and expenses and prepared a 10-year general fund projection to determine the City's capacity for annual debt service payments



Current City Hall



Current Police Facility



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Initial Credit Rating Thoughts

- ▶ City has experienced ongoing development and expansion, which continues to support an overall positive revenue trend
- ▶ Positive budgetary performance with General Fund surplus for last three fiscal years, as well as positive budgetary trend of total Governmental Funds
- ▶ Strong budgetary flexibility, with an available General Fund balance in Fiscal Year 2019-20 of 66% of operating expenditures
- ▶ Strong liquidity, with total government available cash >150% of total governmental fund expenditures
- ▶ Defined contribution retirement plan for public safety employees and a low CalPERS unfunded liability with only PEPRA Plan in place, will be viewed favorably by rating agency
- ▶ Credit strengths will be partly offset with economic statistics that are weaker than national figures
- ▶ **NHA estimates that the City can attain an investment grade rating for a General Fund lease revenue bond financing given utility fund contributions as noted**



Financing Considerations

- ▶ NHA reviewed several financing alternatives. These alternatives were distinguished by the following characteristics:
 - ▶ **Leased Asset:**
 - ▶ If securing the bonds with the City Hall/Police Facility Complex, capitalized interest will need to be funded with bond proceeds through 6-months after completion of the construction
 - ▶ To avoid funding capitalized interest, the City can use other City-owned asset(s) during construction and then substitute with the City Hall/Police Facility Complex
 - ▶ **Bond Insurance:**
 - ▶ To secure lowest cost of funds, municipal bond insurance enhancing the transaction's credit rating (assuming a cost-effective premium) will be sought
 - ▶ Bond insurers will not take "construction risk"; therefore, other City-owned asset(s) need to be utilized as the Leased Asset during construction to secure bond insurance
 - ▶ **Final-Year Maturity:**
 - ▶ Bonds could be issued with either 30-year or 35-year term



Matrix of Financing Results

- ▶ Using only the Project as the leased asset will result in the highest net debt service over the life of the bonds vs. using other assets through completion of construction

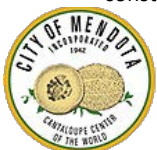
Leased Asset Options:	City Hall & Police Facility Complex	Other City-owned asset(s) (until construction completed)
	Funded Interest, No Bond Insurance	No Funded Interest, With Bond Insurance
30-Year Final	Scenario 1	Scenario 2
Total Project Funds	\$6,500,000	\$6,500,000
Avg Annual Debt Service:	\$428,000	\$375,000
Total Debt Service through Maturity:	\$12,432,928	\$11,095,325
Total NET Debt Service through Maturity¹:	\$11,333,300	\$10,718,325
Estimated All-In Interest Cost:	3.49%	3.46%
Capitalized Interest Through:	1/1/2024	N/A
First DS Payment by the City:	4/1/2024	4/1/2022
35-Year Final	Scenario 3	Scenario 4
Total Project Funds	\$6,500,000	\$6,500,000
Avg Annual Debt Service:	\$394,000	\$347,000
Total Debt Service through Maturity:	\$13,444,367	\$12,013,564
Total NET Debt Service through Maturity¹:	\$12,377,600	\$11,663,964
Estimated All-In Interest Cost:	3.58%	3.56%
Capitalized Interest Through:	1/1/2024	N/A
First DS Payment by the City:	4/1/2024	4/1/2022

Other Key Assumptions used in Analysis:

- ▶ Project Fund of \$6,500,000
- ▶ Payment dates of April 1 (principal) and October 1
- ▶ Cash funded debt service reserve fund
- ▶ Estimated issuance costs of \$285,000 (includes UW discount)
- ▶ Investment grade rating, based on rates as of May 3, 2021, plus a 25-basis point buffer
- ▶ 10-year optional redemption

¹ Total NET Debt Service is net of DSRF in final year in all scenarios and also net of capitalized interest for Scenarios 1 and 3.

² Assumes the City uses an unencumbered asset other than the City Hall/Police Complex until completion of construction and then substitutes with the City Hall Police/Complex.



Historical General Fund Revenues & Expenditures

Revenues

- ▶ Property taxes are largest revenue line item at 24% of total revenues in FY 2019-20
- ▶ Sales taxes are second largest at 17%
- ▶ Franchise taxes are at 16%, having increased over 5x since FY 2017-18
 - ▶ Expected to decrease in future due to Canna-Hub bankruptcy
- ▶ Overall, revenues excluding transfers have increased an average of 20% per year in FY 2018-19 and FY 2019-20

Expenditures

- ▶ Salaries is largest expenditure at 26% of FY 2019-20 total expenditures
 - ▶ Including Fringe Benefits, personnel costs at 39% of total expenditures
- ▶ Large 33% increase in Contract Services in FY 2019-20 due to emergency pipe repair (expected to be one-time)
 - ▶ Other key components of Contract Services includes fire protection, 911 dispatch, legal counsel, audit and engineering services
- ▶ Capital Outlay is largely offset by transfers in from Development Fees Special Revenue Fund

Fund Balance

- ▶ Ending Fund Balance has increased by 118% since FY 2017-18

Historical Revenues	2017-18	2018-19	2019-20
Property Taxes	\$878,393	\$953,039	\$993,334
Sales Taxes	\$617,690	\$716,048	\$710,409
Franchise Taxes	\$116,327	\$210,173	\$684,636
Other Taxes	\$42,590	\$47,247	\$48,758
Licenses & Permits	\$205,699	\$192,244	\$216,670
Intergovernmental	\$0	\$0	\$58,937
Charges for Services	\$263,904	\$548,889	\$467,957
Fines	\$86,148	\$87,814	\$108,228
Use of Money and Property	\$97,070	\$90,459	\$97,237
Proceeds from Sale of Capital Assets	\$39,266	\$39,140	\$22,371
Miscellaneous	\$31,788	\$18,988	\$49,954
Transfers In	\$347,481	\$0	\$704,587
Total Revenues (including Transfers)	\$2,726,357	\$2,904,040	\$4,163,077

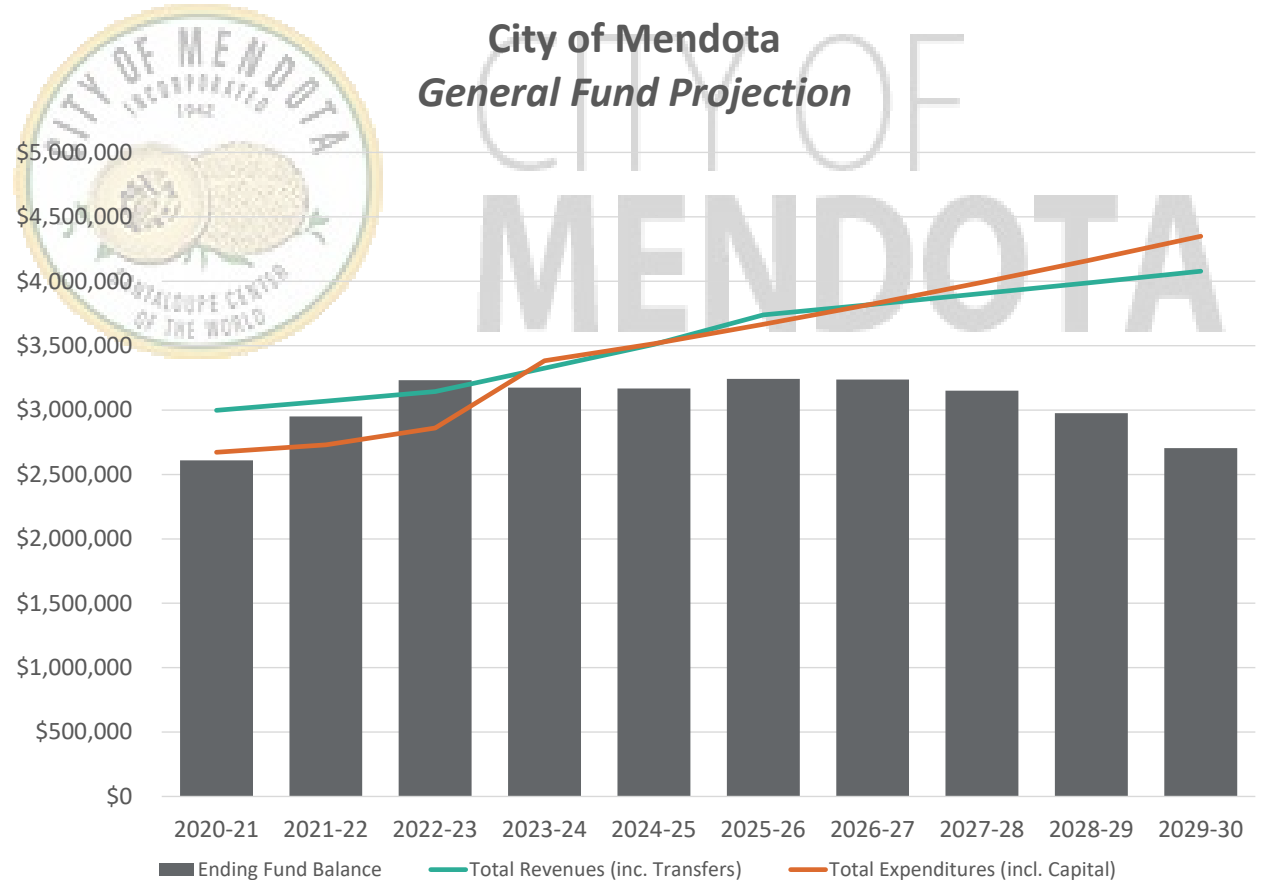
Historical Expenditures	2017-18	2018-19	2019-20
Salaries & Overtime	\$789,045	\$1,008,460	\$1,092,389
Fringe Benefits	\$418,425	\$486,111	\$541,000
Contract Services	\$396,543	\$443,890	\$591,390
Communication	\$34,581	\$33,523	\$37,226
Supplies	\$43,023	\$59,740	\$63,534
Fuel & Utility	\$61,362	\$62,341	\$54,156
Repair & Maintenance	\$37,971	\$52,790	\$87,350
P & GL Insurance	\$3,682	\$4,143	\$6,696
Meetings, Travel & Training	\$18,716	\$20,473	\$24,526
Other Expenditures	\$190,034	\$161,081	\$181,436
Highways & Streets	\$0	\$0	\$18,093
Capital Outlay	\$10,688	\$47,266	\$750,998
Total Expenses (including Transfers)	\$2,004,070	\$2,379,818	\$3,448,796

Revenues Net of Expenses	\$722,287	\$524,222	\$714,281
Beginning Fund Balance	\$323,602	\$1,045,889	\$1,569,895
Ending Fund Balance	\$1,045,889	\$1,569,895	\$2,284,176



Baseline 10-Year Projection Chart (General Fund)

- ▶ Baseline forecast assumes an average 3.5% annual aggregate revenue growth in FY 2021-22 through FY 2029-30
- ▶ Assumes average 5.6% annual aggregate expenditure growth in FY 2021-22 through FY 2029-30
- ▶ Projection has expenses greater than revenues starting in FY 2026-27
- ▶ Ending fund balance (grey bars) projected to increase to almost \$4.0M FY 2027-28 and then decreasing to \$3.7M by FY 2029-30



Baseline 10-Year Projection Detail (General Fund)

	Assumed Growth Rate	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Revenues												
Property Taxes	2%	\$993,334	\$1,013,201	\$1,033,465	\$1,054,134	\$1,075,217	\$1,096,721	\$1,118,655	\$1,141,028	\$1,163,849	\$1,187,126	\$1,210,868
Sales Taxes	3%	\$710,409	\$731,721	\$753,673	\$776,283	\$799,571	\$823,559	\$848,265	\$873,713	\$899,925	\$926,922	\$954,730
Franchise Taxes	3%	\$684,636	\$130,478	\$134,392	\$138,424	\$142,576	\$146,854	\$151,259	\$155,797	\$160,471	\$165,285	\$170,244
Other Taxes	3%	\$48,758	\$50,221	\$51,728	\$53,279	\$54,878	\$56,524	\$58,220	\$59,967	\$61,766	\$63,619	\$65,527
Licenses & Permits	2%	\$216,670	\$221,003	\$225,423	\$229,932	\$234,530	\$239,221	\$244,005	\$248,885	\$253,863	\$258,940	\$264,119
Intergovernmental	2%	\$58,937	\$60,115	\$61,318	\$62,544	\$63,795	\$65,071	\$66,372	\$67,700	\$69,054	\$70,435	\$71,843
Charges for Services	3%	\$467,957	\$481,996	\$496,456	\$511,350	\$526,690	\$542,491	\$558,766	\$575,528	\$592,794	\$610,578	\$628,895
Fines	3%	\$108,228	\$111,475	\$114,819	\$118,264	\$121,812	\$125,466	\$129,230	\$133,107	\$137,100	\$141,213	\$145,449
Use of Money and Property	0%	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237
Proceeds from Sale of Capital Assets	0%	\$22,371	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	1%	\$49,954	\$50,454	\$50,958	\$51,468	\$51,982	\$52,502	\$53,027	\$53,558	\$54,093	\$54,634	\$55,180
Transfers from County		\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Transfers In from Ent. Funds (Related to 2021 Bonds)		\$0	\$0	\$0	\$0	\$107,004	\$214,008	\$214,008	\$214,008	\$214,008	\$214,008	\$214,008
Transfers In		\$704,587	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Revenues (including Transfers)		\$4,163,077	\$2,997,900	\$3,069,468	\$3,142,914	\$3,325,293	\$3,509,653	\$3,739,045	\$3,820,528	\$3,904,160	\$3,989,997	\$4,078,102
Expenditures												
Salaries & Overtime	5%	\$1,092,389	\$1,147,009	\$1,204,359	\$1,264,577	\$1,327,806	\$1,394,196	\$1,463,906	\$1,537,101	\$1,613,956	\$1,694,654	\$1,779,387
Fringe Benefits	5%	\$541,000	\$568,050	\$596,453	\$626,275	\$657,589	\$690,469	\$724,992	\$761,242	\$799,304	\$839,269	\$881,232
Contract Services	6%	\$591,390	\$470,524	\$498,755	\$528,680	\$560,401	\$594,025	\$629,667	\$667,447	\$707,494	\$749,943	\$794,940
Communication	3%	\$37,226	\$38,343	\$39,493	\$40,678	\$41,898	\$43,155	\$44,450	\$45,783	\$47,157	\$48,572	\$50,029
Supplies	3%	\$63,534	\$65,440	\$67,404	\$69,426	\$71,509	\$73,654	\$75,863	\$78,139	\$80,483	\$82,898	\$85,385
Fuel & Utility	3%	\$54,156	\$55,780	\$57,454	\$59,177	\$60,953	\$62,781	\$64,665	\$66,605	\$68,603	\$70,661	\$72,781
Repair & Maintenance	3%	\$87,350	\$89,971	\$92,670	\$95,450	\$98,314	\$101,263	\$104,301	\$107,430	\$110,653	\$113,973	\$117,392
P & GL Insurance	3%	\$6,696	\$6,896	\$7,103	\$7,316	\$7,536	\$7,762	\$7,995	\$8,235	\$8,482	\$8,736	\$8,998
Meetings, Travel & Training	3%	\$24,526	\$25,262	\$26,020	\$26,800	\$27,604	\$28,433	\$29,286	\$30,164	\$31,069	\$32,001	\$32,961
Highways & Streets	0%	\$18,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenditures (Excluding Debt Service)	3%	\$35,926	\$37,004	\$38,114	\$39,257	\$40,435	\$41,648	\$42,898	\$44,185	\$45,510	\$46,875	\$48,282
Police Department Building Lease	3%	\$36,000	\$37,080	\$38,192	\$39,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service (Principal & Interest)		\$109,510	\$80,741	\$13,827	\$13,678	\$225,177	\$0	\$0	\$0	\$0	\$0	\$0
Estimated 2021 Bonds Debt Service		\$0	\$0	\$0	\$0	\$214,008	\$428,016	\$428,016	\$428,016	\$428,016	\$428,016	\$428,016
Capital Outlay	0%	\$750,998	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Expenses (including Transfers)		\$3,448,796	\$2,672,100	\$2,729,844	\$2,860,655	\$3,383,230	\$3,515,403	\$3,666,038	\$3,824,347	\$3,990,727	\$4,165,598	\$4,349,403
Revenues Net of Expenses		\$714,281	\$325,800	\$339,624	\$282,259	(\$57,938)	(\$5,749)	\$73,007	(\$3,818)	(\$86,567)	(\$175,601)	(\$271,300)
Beginning Fund Balance		\$1,569,895	\$2,284,176	\$2,609,976	\$2,949,600	\$3,231,859	\$3,173,922	\$3,168,172	\$3,241,179	\$3,237,361	\$3,150,793	\$2,975,192
Ending Fund Balance		\$2,284,176	\$2,609,976	\$2,949,600	\$3,231,859	\$3,173,922	\$3,168,172	\$3,241,179	\$3,237,361	\$3,150,793	\$2,975,192	\$2,703,892



Notes to General Fund Baseline Projection

- ▶ Projection uses FY 2019-20 audited revenues and expenditures as the baseline, given the uncharacteristic nature of FY 2020-21 due to COVID-19 impacts
- ▶ Key, material assumptions driving the projection are listed below (however, assumptions listed here not necessarily all-inclusive)

Key Revenue Assumptions

- ▶ Projection excludes ARP funding (City expects approx. \$2.15M expected); funds likely already earmarked for other purposes
- ▶ Franchise Taxes line item for FY 2020-21 backs out 100% of cannabis-related revenues (i.e., projection assumes no cannabis revenues available for debt service)
- ▶ Projection includes a \$150,000 annual receipt from the County that the City expects to receive upon repayment of Successor Agency loan
- ▶ Projection includes operating overhead transfers into the General Fund from the enterprise funds related to “rent” for office space in new facility; allocating the total city hall/police facility debt service 25% to Water Fund, 25% to Sewer Fund based on direction from City staff

Key Expenditure Assumptions

- ▶ Salaries & Overtime and Fringe Benefits assumed to grow at 5% per year
- ▶ Projection includes CalPERS payments with other personnel categories, given small (~\$100K) total payment in FY 2019-20, low UAL balance, and PEPRM Miscellaneous Plan UAL costs. Projection assumes safety personnel retirements stay status quo (defined contribution instead of defined benefit).
- ▶ Contract services expenditure in FY 2020-21 is based on FY 2018-19 values due to abnormally high FY 2019-20 emergency pipe repair expense; contract services assumed to grow at 6%
- ▶ Rent related to police department lease of facility by Airport ends in FY 2022-23 (assumes a June 30, 2023, completion of new facility)
- ▶ While Capital Outlay was high (\$751K) in FY 2019-20, projected capital outlay at \$50K per year, offset by transfer in from Development Fees Special Revenue Fund

Debt Service Assumption

- ▶ Debt Service assumption of \$428,500 per year reflects a conservative annual debt service assumption. Our analysis shows a range in possible annual payments from \$428K down to \$347K per year



Stress Testing & Alternative Projection Scenarios

- ▶ Based on our model and analysis, the following sample scenarios would result in a General Fund balance that falls below \$0 by FY 2029-30

Scenario 1 – Weak Revenue Growth

- ▶ \$150K annual payment from County does not materialize in FY 2025-26 and onward
- ▶ Utility Funds (Sewer and Water) each only use 12.5% of the new facility (25% total); lower operating overhead transfers related to facility/office use
- ▶ Revenues only grow at 2% per year
- ▶ Expenditures unchanged from Baseline projection

Scenario 2 – Higher Expense Growth

- ▶ Expenses grow at 7% instead of assumed annual average of 5.6%
- ▶ Revenues unchanged from Baseline projection

Scenario 3 – Slight Recession and Revenue Loss Next Year

- ▶ Revenues decrease 7% in FY 2021-22, grow at 3% thereafter through FY 2029-30
- ▶ Expenditures unchanged from Baseline projection

Note: Scenarios are identified for discussion purposes; we did not run exhaustive Monte Carlo analysis of all scenarios that could stress the General Fund



Water Fund Coverage Projection

- ▶ Water Fund debt outstanding includes USDA Loan, portion of WestAmerica Vehicle Loans, and 50% of the debt service on Signature Bank Capital Lease
- ▶ Projection assumes a 1% annual water demand increase; average annual population growth at 1.4% over last 10 years based on CA Department of Finance estimates
- ▶ **Water Fund is projected to be able to pick up 25% of debt service on the city hall/police station financing, and still meet required debt service coverage***

	Audited	Projected									
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Gross Revenues¹:											
	9.4%	0.7%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Charges for Service	2,234,002	2,249,084	2,271,574	2,294,290	2,317,233	2,340,405	2,363,809	2,387,448	2,411,322	2,435,435	2,459,790
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0
Developer Fees	18,802	18,929	19,118	19,309	19,502	19,698	19,894	20,093	20,294	20,497	20,702
Interest income	15,353	15,457	15,611	15,767	15,925	16,084	16,245	16,408	16,572	16,737	16,905
Total Gross Revenues	2,268,157	2,283,469	2,306,304	2,329,367	2,352,661	2,376,187	2,399,949	2,423,948	2,448,188	2,472,670	2,497,397
Operating Expenses²:											
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Wages and benefits	559,324	576,104	593,387	611,188	629,524	648,410	667,862	687,898	708,535	729,791	751,685
Maintenance and supplies	998,043	1,027,984	1,058,824	1,090,589	1,123,306	1,157,005	1,191,716	1,227,467	1,264,291	1,302,220	1,341,286
Operating transfer to General Fund (2021 Bonds)	0	0	0	0	37,967	107,123	107,123	107,123	107,123	107,123	107,123
Total Operating Expenses	1,557,367	1,604,088	1,652,211	1,701,777	1,790,797	1,912,538	1,966,701	2,022,488	2,079,949	2,139,134	2,200,094
Net Revenues (Revenues - Operating Expenses)	710,790	679,381	654,093	627,590	561,864	463,649	433,248	401,460	368,239	333,536	297,302
Debt											
USDA Water Improvement Loan	66,970	66,855	66,650	66,355	65,970	66,473	64,762	64,762	64,762	0	0
Westamerica Bank Loan - Jeep Cherokee	2,416	2,416	2,416	2,214	0	0	0	0	0	0	0
Westamerica Bank Loan - Vehicles	6,144	512	0	0	0	0	0	0	0	0	0
Signature Bank Capital Lease Obligation (Solar Project)	59,011	119,580	124,538	131,498	138,778	148,869	159,384	167,865	176,732	186,005	195,701
Total Debt Service	134,541	189,363	193,604	200,067	204,748	215,342	224,145	232,626	241,494	186,005	195,701
Debt Service Coverage	5.28	3.59	3.38	3.14	2.74	2.15	1.93	1.73	1.52	1.79	1.52

Coverage "low point" at 1.50 is considered strong

*The actual allocation of debt service to the enterprise funds through an internal overhead transfer will need to be determined based on conversations with city attorney and bond counsel



Sewer Fund Coverage Projection

- ▶ Sewer Fund debt outstanding includes 2005 Wastewater Revenue Bonds, 2010 Wastewater Certificates of Participation, 50% of the debt service on the Signature Bank Capital Lease, and a portion of WestAmerica vehicle leases
- ▶ Projection assumes a 1% annual sewer flow increase; average annual population growth at 1.4% over last 10 years based on CA Department of Finance estimates
- ▶ Sewer Fund coverage was below the 1.20 requirement in FY 2019-20 (at 1.08) due to emergency pipe repair; coverage not projected to move above 1.20 in future years without corrective action on new revenues, reduced expenses and/or refinancing/restructuring existing debt
- ▶ **Issues with coverage raise significant questions about Sewer Fund's ability to cover a 25% share of the city hall/police station financing***

	Audited	Projected										
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
Gross Revenues¹:		1.3%	2.7%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Charges for Service	1,495,694	1,536,118	1,551,479	1,566,994	1,582,664	1,598,491	1,614,476	1,630,620	1,646,927	1,663,396	1,680,030	
Developer Fees	15,580	16,001	16,161	16,323	16,486	16,651	16,817	16,985	17,155	17,327	17,500	
Interest income	6,919	7,106	7,177	7,249	7,321	7,395	7,468	7,543	7,619	7,695	7,772	
Total Gross Revenues	1,518,193	1,559,225	1,574,817	1,590,566	1,606,471	1,622,536	1,638,761	1,655,149	1,671,701	1,688,418	1,705,302	
Operating Expenses²:		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Wages and benefits	423,873	436,589	449,687	463,177	477,073	491,385	506,127	521,310	536,950	553,058	569,650	
Maintenance and supplies	620,086	537,155	553,270	569,868	586,964	604,573	622,710	641,391	660,633	680,452	700,865	
Operating transfer to General Fund (2021 Bonds)	0	0	0	0	53,502	107,004	107,004	107,004	107,004	107,004	107,004	
Total Operating Expenses	1,043,959	973,744	1,002,957	1,033,045	1,117,539	1,202,962	1,235,841	1,269,706	1,304,587	1,340,514	1,377,519	
Net Revenues (Revenues - Operating Expenses)	474,234	585,481	571,861	557,520	488,933	419,574	402,921	385,443	367,114	347,903	327,782	
Debt												
2005 Wastewater Revenue Bonds	259,305	258,044	261,213	258,838	261,088	257,963	205,748	204,439	207,744	205,663	203,324	
2010-1 Wastewater Certificates of Participation	113,474	113,310	113,654	113,154	113,593	113,173	113,293	112,553	112,752	113,052	112,912	
Signature Bank Capital Lease Obligation (Solar Project)	59,011	119,580	124,538	131,498	138,778	148,869	159,384	167,865	176,732	186,005	195,701	
Westamerica Bank Loan - Jeep Cherokee	2,416	2,416	2,416	2,214	0	0	0	0	0	0	0	
Westamerica Bank Loan - Vehicles	6,144	512	0	0	0	0	0	0	0	0	0	
Total Debt Service	440,350	493,862	501,820	505,703	513,458	520,004	478,424	484,856	497,228	504,720	511,936	
Debt Service Coverage (120% Requirement)	1.08	1.19	1.14	1.10	0.95	0.81	0.84	0.79	0.74	0.69	0.64	

Coverage under 1.20x requirement is a "red flag"

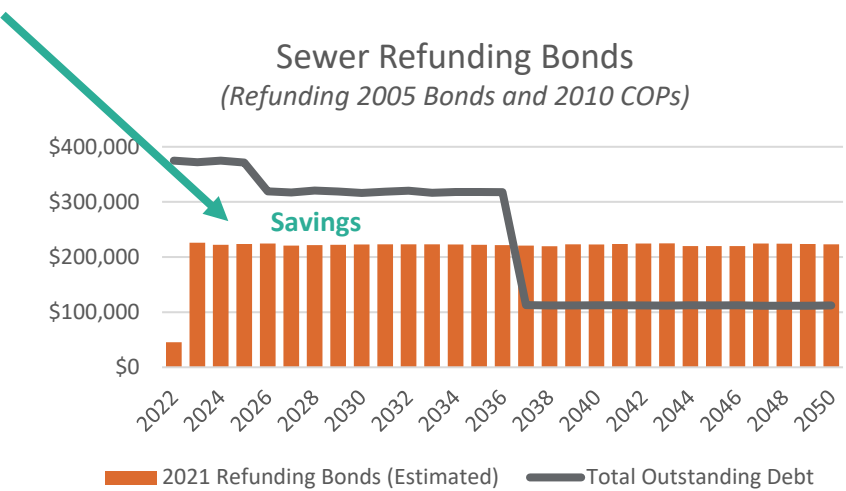
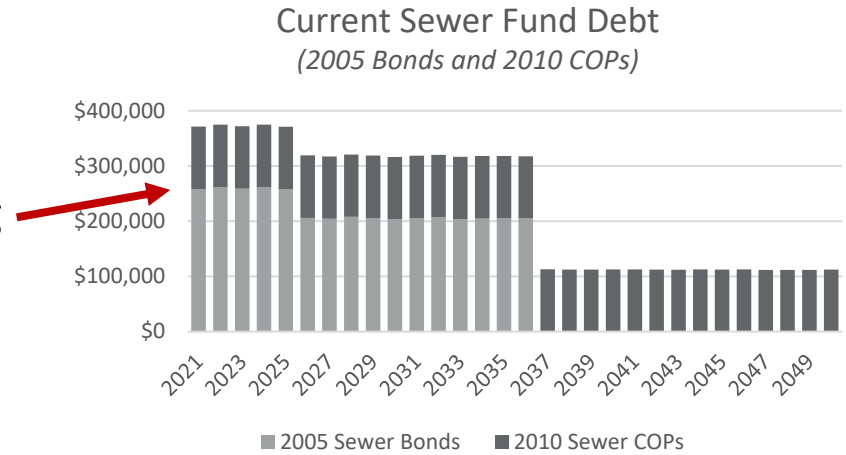
*The actual allocation of debt service to the enterprise funds through an internal overhead transfer will need to be determined based on conversations with city attorney and bond counsel

**FY 2020-21 numbers exclude one-time revenues of \$1M from sale of property brings FY 2020-21 Sewer Fund coverage in compliance with covenanted levels, but does not change future years' projections



Refunding and Restructuring to Improve Sewer Fund Coverage

- ▶ Sewer Fund coverage could be improved through a refunding of outstanding 2005 and 2010 Sewer Bonds (\$4.1M total outstanding par)
- ▶ Front-end loaded structure of outstanding debt putting near term “strain” on Sewer Fund coverage
- ▶ Refinancing and restructuring both bonds significantly reduces near term payments by over \$190,000 through FY 2024-25 while still capturing net present value savings
- ▶ Over \$300,000 net present value savings
 - ▶ Breakeven total cashflow savings due to dis-savings in FY 2036-37 through FY 2049-50
- ▶ 3.45% all-in interest rate on refunding bonds vs. 4.4% average interest rate on outstanding debt



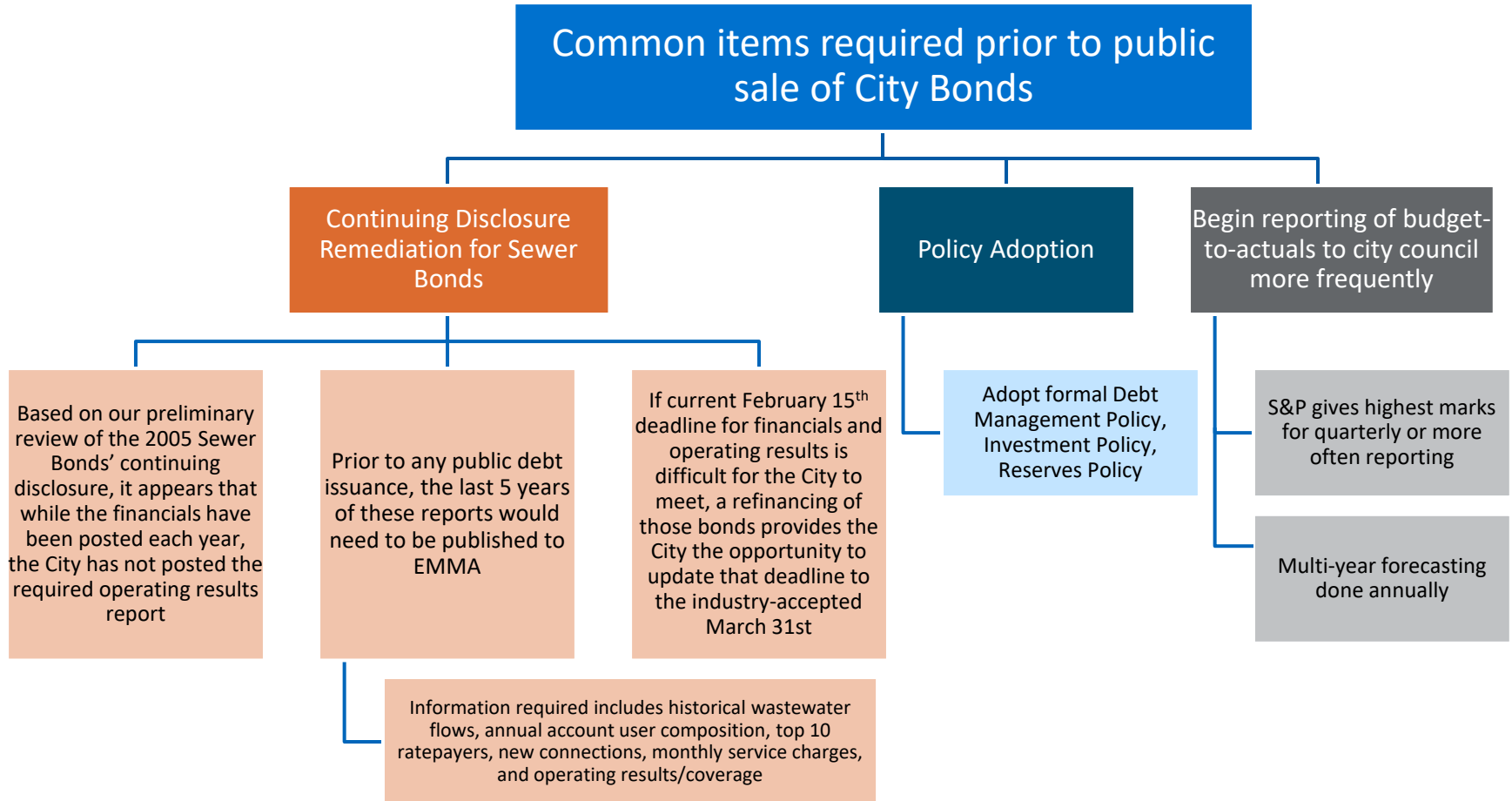
All figures are presented net of estimated costs of issuing the refunding bonds; assumes “BBB” market rates + 0.5% buffer



CITY OF MENDOTA



“To-Do” Items Before a Public Offering of City Bonds



Summary

- ▶ NHA Advisors believes it is financially feasible for the City of Mendota to finance the construction of the proposed \$7.5 million city hall / police facility project and make the estimated annual lease payments of approximately \$430,000 over the forecast period time frame (10 Years). This opinion is based upon the following assumptions and facts:
 - ▶ \$1.0 million of City contribution reducing the net project funding need to \$6.5 million;
 - ▶ General Fund (GF) cash balances and projections as outlined in this analysis are materially correct with the various assumptions noted;
 - ▶ Water and Sewer utility fund projections and assumptions are materially correct; also assumes Sewer Fund rectifies debt service coverage concerns for its 25% share of lease payment;
 - ▶ 50% General Fund share of Lease Payment; 50% Water/Sewer Fund Share (25% each);
 - ▶ Investment grade rating and interest rates plus .25% for such a transaction as of May 17, 2021;
 - ▶ Bond Counsel opines allocations between GF, Water and Sewer Funds is appropriate;
 - ▶ Various policies and practices are implemented that partially underpin NHA's credit rating estimate and transaction structuring and interest rates assumptions;
- ▶ NHA Advisors has relied upon data received from the City of Mendota and accuracy and completeness of the financial and legal information received from the City from NHA's follow up inquiries and due diligence efforts



Regulatory Disclosures

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, NHA Advisors, LLC has a Fiduciary duty to the public agency and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the public agency with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the public agency’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the public agency; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the public agency;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the public agency, any other party involved in the municipal securities transaction or municipal financial product, or investors in the public agency securities; and
 - iii. any information provided to the public agency or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

NHA Advisors, LLC must deal honestly and with the utmost good faith with the public agency and act in the public agency’s best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with the public agency as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the public agency’s best interests.



PROGRAM MANAGEMENT AND PROFESSIONAL SERVICES FEE AGREEMENT

THIS PROGRAM MANAGEMENT AND PROFESSIONAL SERVICES FEE AGREEMENT (this “**Agreement**”) is made and entered into by and between **City of Mendota, CA** together with its affiliates, agents, representatives, officers, directors, employees, and assigns, (the “**Client**”) and **Public Facilities Investment Corporation (“PFIC”)**, effective as of June 8, 2021 (the “**Effective Date**”). For and in consideration of the mutual covenants of this Agreement, the parties hereto agree as follows:

1. **Basic Agreement.** During the term of this Agreement Client grants PFIC the exclusive right to provide program and construction management services to Client in connection with Client’s planning, design, financing, and development of a new combined City Hall and Police Station (“**Project**”). The Project cost is estimated at \$ 7.5 million.

2. **Services.** As described in this section, PFIC will provide comprehensive program and construction management services for the programming, design, and construction of the Project, which is anticipated to be financed with tax-exempt leaseback financing provided by the Client and using the most cost effective and efficient plan for the Project, working in a collaborative manner with Client and other stakeholders (the “**Services**”). All design, construction, and financing decisions are subject to the approval of Client. This Agreement does not commit Client to any financial obligations beyond those described in sections 6 and 11 of this Agreement. All future legal and financial obligations and any approvals with regards to moving forward with the Project will be subject to the approval of Client.

As the program manager of the Project, PFIC will assist Client and the applicable designer(s) hired by the Client (“**Architect**”) to ensure the Project meets the programming and budgetary needs of Client and other stakeholders. PFIC and the Architect, under the direction of the Client, will work with Client to develop a conceptual plan and construction cost for the Project. PFIC will provide estimated annual financing payments Client will pay based on the estimated construction cost of the conceptual plan based on current market conditions of similar credit profiles. If the conceptual plan is altered or modified, PFIC will inform Client of estimated payment increases or decreases based on changes to the estimated construction cost of the Project. Upon completion of the conceptual plan, a final budget will be prepared for Client’s approval, and a general contractor will be selected by Client following a competitive bidding process, with the selected general contractor providing a guaranteed maximum price for the cost to construct the Project. Subject to and upon the Client’s approval of the final conceptual plan, the general contractor, and the financing, construction of the Project will commence with PFIC providing comprehensive construction management services for the Project.

The Client will serve as the borrower of the proceeds of the financing and cause the Project to be developed and constructed to the exact specifications of Client, and any fees associated with the development, engineering, design, and construction agreements will be funded by and included in the financing package for the Project. In no event shall PFIC have any design or construction responsibility, and Client agrees to look solely to the applicable designer and/or contractor in connection with any claims, losses and liabilities relating thereto.

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PFIC is not acting as Client's "municipal advisor" within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended, and does not owe a fiduciary duty to Client pursuant to the act with respect to the information and material contained in this document. PFIC is acting as programming and construction manager for the Project and not as a financial advisor or municipal advisor. Client should discuss any information and material provided by PFIC with any and all of Client's own internal or external municipal and/or financial, legal, accounting, tax and other advisors and experts, as applicable, to the extent Client deems appropriate before acting on this information or material.

A scope of services and step-by-step development approach is attached hereto as "Exhibit A."

3. **Independent Contractor.** It is understood and agreed that PFIC is acting as an independent contractor in performing the services hereunder. PFIC does not have any authority to execute any contract or other instrument for, or on behalf of, Client.

4. **Due Diligence Materials.** Client shall furnish PFIC with all requested information in a timely manner so that PFIC may provide the Services. Client warrants that all such information shall be true, complete and accurate to the best of its knowledge.

5. **Term.** Subject to extension as described in Section 6, this Agreement shall commence upon the Effective Date and shall remain in effect for a period of 2 years.

6. **Program Management Fees & Overhead.** In consideration for providing the Services for the Project, PFIC shall be paid a construction management fee equal to six percent (6%) of the total Project cost including cost of any building/land acquisition, design and construction, as established in the final Project budget approved by Client ("Total Fee"). PFIC's Total Fee shall be allocated as follows: four and one half percent (4.5%) shall be PFIC's project management fee ("Management Fee"); and one and one half percent (1.5%) shall be for PFIC's overhead ("Overhead Fee"). Except for payment (a) below, PFIC's Total Fee shall be paid out of the proceeds of the financing as follows:

- (a) A lump sum payment in the amount of Forty Thousand Dollars (\$40,000.00) shall be paid to PFIC upon execution of the Agreement to compensate PFIC for Services between the Effective Date and prior to issuance of the financing; and
- (b) Two (2) subsequently separate payments to compensate PFIC for Services rendered after the issuance of financing and during construction of the Project, as follows:
 - 1) A lump sum equal to Seventy-Five Percent (75%) of the Total Fee paid to PFIC upon the closing of the financing, minus the predevelopment fee already paid; and
 - 2) A sum equal to Twenty Five Percent (25%) of the Total Fee shall be paid upon the Client's acceptance of the Project as complete.

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The compensation will be included in the total amount of the Project budget and financing.

7. **Authority.** Each of the undersigned warrants and represents that he has the requisite authority to bind his company and is duly authorized to execute and deliver this Agreement to the other party on behalf of the party whose signature appears below.

8. **Arbitration.** If a dispute arises from this Agreement and cannot be resolved informally between the parties, both parties agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association – Judicial Arbitration Mediation Services (End Dispute) in Los Angeles County

9. **Governing Laws and Venue.** The laws of the State of California shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable in Los Angeles County, California and the parties hereby consent that the venue for any legal action arising out of this Agreement shall be in Los Angeles, California.

10. **Attorneys' Fees.** In the event any of the parties hereto shall institute any action or proceeding against any other party relating to this Agreement, the unsuccessful party in such action or proceeding shall reimburse the successful party for its reasonable attorneys' fees, as determined by the court or arbitrator.

11. **Development Costs.** In addition to PFIC's Total Fee, Client shall also pay PFIC overhead and development costs associated with the project as described in Section 6. While PFIC will exercise commercially reasonable efforts to minimize all costs associated with the transaction, Client is responsible for, and PFIC shall not be responsible for, any costs or expenses (including, but not limited to: construction fees and costs, design fees and costs, brokerage fees, title insurance, ALTA survey, escrow fees and deposits, building inspections, geotechnical and environmental inspections, investigations, recording charges, entitlements and processing fees, appraisal fee, notary fee, tax service fee, financing fees, financier's or Client's legal fees, any other closing expenses, and travel expenses) incurred in making and completing of the development and financing pursuant to the terms of this Agreement. These costs shall be included in the financing package and payable upon close of financing. In the event Client does not move forward with the Project, for any reason whatsoever, PFIC shall be entitled to retain and keep the \$40,000 predevelopment fee paid by Client as reimbursement PFIC for costs expended for the Project.

12. **Errors & Omissions.** Each party of this Agreement shall indemnify and hold harmless the other party from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation in this Agreement or its supporting documents by the party making that representation.

13. **Entire Agreement: Modifications.** With no exceptions, whether oral or in writing, this Agreement contains the entire understanding and agreement of the parties to this Agreement. The parties understand and agree that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or any particular whatsoever, except by an instrument in writing, duly executed by each of the parties to this Agreement.

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14. **Termination.** Upon termination of Agreement by Client for any reason other than gross negligence by PFIC, Client is required to pay any unpaid development costs owed under Section 11 and is required to pay all other Fees owed to PFIC under Section 6.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“Client”

“PFIC”

City of Mendota, CA

Public Facilities Investment Corporation

By: _____

By: _____

Jeffrey H. Tamkin, President

Its: _____

“EXHIBIT A”

SCOPE OF SERVICES

- 1. General.** PFIC shall provide comprehensive programmatic construction management and development services in connection with arranging for and support the design, construction, and tax-exempt leaseback financing of the Project, at the direction of and in collaboration with the Client, Client staff, and the Client’s selected financial team, design professionals, and contractors (cumulatively “Project Team”). All design, construction, and financing decisions shall be subject to the exclusive discretion and approval of Client. PFIC shall assist, support, and advise the Client and Project Team to ensure the Project meets the programming and budgetary needs and objectives.
- 2. Preliminary Programming; Conceptual Plan.** PFIC will work directly with the Client’s staff and selected design professionals to the Project includes the space, features, amenities, resources, and other aspects needed to meet the Client’s goals and objectives. The design phase will be broken up into three sections: Schematic, Design Development and Construction Development. During each phase, PFIC shall review and manage the estimated construction cost to ensure that the Projects remains within a budget acceptable to Client.
- 3. Design and Budget.** PFIC will work with design professionals, under the direction of the Client, to develop a conceptual plan for the Project and an estimated “Guaranteed Maximum Price” (“GMAX”) construction cost that may be used to determine the size of the Bonds and estimated annual lease payments (or debt service) for the Bonds. PFIC work with and advise the Client and Project Team to identify Project savings though value engineering to achieve the lowest possible price for the Client’s chosen design. PFIC will facilitate the provision of design options and alternatives that will allow Client to match the design needs with budgetary restrictions. Upon completion of the conceptual plan for the Project, a final budget will be prepared for the Client’s consideration and approval. Client will have complete control over all design and budget decisions for the project.
- 4. Selection of Contractors.** Following the Client’s approval of the final project plan and budget, PFIC will coordinate, at the Client’s direction, the bidding of general contractors for Project construction work (“Contractor”). At the Client’s direction and subject to the Client’s approval, PFIC will work with the Project Team to prepare all necessary bid documents and issue requests for bids for Project work. PFIC will ensure the selected Contractor has the skill, capacity, and resources to complete the Project on-time and on (or under) budget. The selected Contractor will provide a GMAX for the total cost of construction of the Project to protect against cost overruns.
- 5. Construction.** Construction will commence immediately upon issuance of a notice to proceed from the Client. PFIC will work closely with the Contractor, local trades and subcontractors to achieve cost and time savings. PFIC will work with the Client’s selected

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design professionals to ensure all necessary permits for the Project have been issued, and upon commencement of construction will oversee the development of the Project through regular meetings and site visits; but scheduled and spot inspections. PFIC will provide Project status updates to the Client throughout the construction period at intervals reasonably desired by the Client. The Project will be bonded for performance, materials, and labor for the construction.

June 8, 2021

Norton Rose Fulbright US LLP
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Forty-First Floor
Los Angeles, California 90071

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russ.trice@nortonrosefulbright.com

Tel +1 213 892 9200
nortonrosefulbright.com

By E-mail: cristian@cityofmendota.com

Cristian Gonzalez
City Manager
643 Quince St.
Mendota, CA 93640

Dear Mr. Gonzalez:

Terms of Engagement

This Letter of Engagement and the attached Norton Rose Fulbright Standard Terms of Engagement ("Standard Terms") set out the terms that govern the relationship between the City of Mendota (the "City," the "Client" or "you") and Norton Rose Fulbright US LLP in connection with our services as bond and disclosure counsel in connection with the City's proposed refinancing of the Prior Obligations (defined below) and issuance of lease revenue bonds for the new City Hall/Police Department project, as described below (the "Matter").

Norton Rose Fulbright US LLP has made no promises or guarantees to you about the outcome of the representation, a validation (if any) or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Any expressions on our part concerning the outcome of the Matter, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless you specifically direct otherwise.

General Description of the Matter

On October 13, 2005, on behalf of the City of Mendota (the "City"), the Mendota Joint Powers Financing Authority (the "Authority") issued its Wastewater Revenue Bonds, Series 2005 (Bank Qualified) (the "2005 Bonds") in an original principal amount of \$3,725,000 to finance capital improvements to the City's wastewater treatment system, refund certain prior bonds and for other costs relating to such bonds.

On January 26, 2010, the 2010-1 Certificates of Participation (the “Certificates” and, together with the 2005 Bonds, the “Prior Obligations”) were executed and delivered to the Rural Utilities Service, United States Department of Agriculture in an original principal amount of \$2,250,000 pursuant to a trust agreement by and among a trustee thereunder, the Authority and the City to finance additional capital improvements to the wastewater treatment system. The City desires to refinance and prepay the Prior Obligations with the issuance of wastewater revenue bonds (the “Refunding Bonds”) by the Authority.

The City also has a pressing need for a new facility to house City Hall and Police Department functions for the City. The City has enjoyed ongoing development and expansion, but existing City Hall facilities are insufficient to meet the needs of the City to properly serve residents for the decades to come. The City’s Police Department currently rents a facility near the airport for \$36,000 per year, but the Department’s space and facility needs have surpassed that of this temporary facility. The City desires to finance a new facility for a City Hall and Police Department functions with the issuance of lease revenue bonds (the “New Money Bonds”) by the Authority.

Client

We have been engaged by the City. Unless we agree otherwise in writing, and subject to satisfactory conflict clearances, we are not representing any other related entities or individuals. It is understood and agreed that our engagement is limited to the representation in connection with the Matter. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Our Personnel Who Will Be Working on the Matter

Russ Trice and Stepan Haytayan will be primarily working on the Matter, and you may call, write, or e-mail either of us whenever you have any questions about the representation. Other firm personnel, including firm lawyers and paralegals, will participate in the representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

We propose a fixed fee of \$68,000 for bond counsel and \$35,000 for disclosure counsel in connection with the authorization, sale, issuance and delivery of the Refunding Bonds. We propose a fixed fee of \$48,000 for bond counsel and \$35,000 for disclosure counsel in connection with the authorization, sale, issuance and delivery of the New Money Bonds. Expenses for each transaction would be \$1,800 for transcript preparation and other costs. Any additional expenses for travel that is not local would be pre-approved with the City. All of the foregoing fees and expenses would be contingent on the issuance and delivery of the applicable bonds.

Additional Services. These fees and expenses pertain to the ordinary and customary services for municipal public finance matters of the type proposed. They do not include Additional Services. “Additional Services” would include, but are not limited to services performed which are occasioned by non-validation related litigation, regulatory investigations, audits or other similar matters, and would typically be billed at our then current full hourly rates. No “Additional

Services” will be undertaken without the written direction of the City. These fees and expenses are payable monthly upon invoice.

Conflicts of Interest

Before accepting the representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. We reviewed that issue in accordance with the rules of professional responsibility adopted in the State of California. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules by the City.

In addition to our representation of underwriters, municipal advisors and other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future.

Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in the Matter that is the subject of this engagement or in some other matter.

Applicable law

The laws of the State of California govern these terms of engagement, and the parties submit to the non-exclusive jurisdiction of the courts of State of California. Each professional is subject to the ethical and professional conduct rules applicable to the jurisdiction in which that lawyer is authorized to practice.

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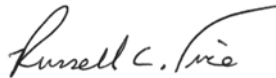
June 8, 2021
Page 4

Conclusion

You can accept this agreement by signing and returning to us the enclosed copy of this letter.

This letter and the attached Standard Terms constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in connection with the Matter. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Norton Rose Fulbright US LLP.

Very truly yours,



Russell C. Trice, Partner

City of Mendota Agrees to and Accepts this
Letter and the Attached Terms of Engagement:

By: _____

Date: _____, 2021

Name: _____

Title: _____

NORTON ROSE FULBRIGHT STANDARD TERMS OF ENGAGEMENT

Norton Rose Fulbright Verein (the **Verein**) is a Swiss verein which does not itself engage in the practice of law or other business. The member firms in the Verein are Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP (the **Members** or, individually, a **Member**), who, with their subsidiaries or associated entities, engage in a coordinated international legal practice, even though they are separate law firms each of which, absent specific contractual agreement with a client on an individual matter, is solely responsible for its own work and not for the work of any other of them.

Each of the Members is committed to providing its clients with the highest quality legal services and to building a lasting relationship with its clients as a trusted adviser.

To that end, these Standard Terms of Engagement will apply to all engagements between a Member or its subsidiary or associated entity and a client unless otherwise agreed in writing by the client and an authorized representative of such Member, subsidiary or associated entity. These Standard Terms of Engagement are supplemented by additional standard provisions and/or a letter or contract of engagement relevant to the jurisdiction of the Contracting Party (as below defined).

1 Defined Terms

- 1.1 The following documents will constitute the entire agreement relating to the engagement of a Contracting Party by a client: (i) any letter or contract of engagement, (ii) any additional standard provisions referred to above, (iii) these Standard Terms, (iv) any other terms and conditions agreed between the Contracting Party and the client, and (v) any amendments or supplements to any of the foregoing agreed from time to time. In the event of any conflict between the terms of the foregoing, the documents shall be construed in the order of priority in which they are referred to above, but subject to any amendments as referred to in (v).
- 1.2 In the above-mentioned documents:
- (a) Any individual entity that is a Member or subsidiary or associated entity of a Member is referred to as a Norton Rose Fulbright Entity. The Norton Rose Fulbright Entity with which a client engages at any time is referred to as the Contracting Party.
 - (b) We, our and us refer to the Contracting Party together with any other Norton Rose Fulbright Entity to which part or all of your instructions have been referred pursuant to paragraph 2.3 of these Terms; you and your refer to the client (jointly, if more than one, and not individually) with which the Contracting Party engages. Unless otherwise specifically agreed, you and your do not refer to and no attorney/client or solicitor/client relationship will exist as to persons or entities related to the client such as parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities or affiliates.

2 Your relationship with us

2.1 When you instruct us on an individual matter, we will write to you to set out:

- (a) which Norton Rose Fulbright Entity is the Contracting Party;
- (b) the scope of the work we have agreed to undertake and any assumptions on which it is based;
- (c) who will be the responsible partner or director and other key team members whom we will try not to replace, although unforeseen circumstances may require that;
- (d) the fees and invoicing arrangements;
- (e) any applicable limitation of liability; and
- (f) the governing law applicable to the contractual relationship with you and the choice of jurisdiction for resolving any issues.
- (g) Your contractual relationship for individual matters is between you and the Contracting Party, not any other Norton Rose Fulbright Entity nor any individual. You understand that we do not make any promises or warranties as to the outcome of the representation.
- (h) If, with your agreement, the Contracting Party has referred all or part of your instructions on any individual matter to one or more other Norton Rose Fulbright Entities, legal services provided by other Norton Rose Fulbright Entities will be governed by the terms of our engagement, which will apply as between you and such Norton Rose Fulbright Entity or Entities, to the fullest extent permitted by the laws and professional regulations applicable in the jurisdictions in which such other Norton Rose Fulbright Entity or Entities operate as regards such other Norton Rose Fulbright Entity's or Entities' representation of you, as well as by, if any are issued, additional standard provisions and any letter or contract of engagement relevant to the other Norton Rose Fulbright Entity or Entities.

3 Our fees

3.1 Our bills are payable on receipt and in the currency in which they are submitted. If you ask us to provide bills using an e-billing solution you understand that: (i) we will send your information to our and your third party supplier(s) to enable us to comply with your request and the transfer is at your risk; (ii) any costs arising out of use of your third party supplier shall be borne by you; and (iii) our compliance with your request shall not reduce the fee otherwise chargeable by us.

3.2 If you are required by law to deduct any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.

3.3 We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding our approval, you agree that you will remain responsible for paying the whole bill and any interest accrued on it.

- 3.4 Unless otherwise agreed, any other Norton Rose Fulbright Entity or Entities to whom the Contracting Party has referred instructions under paragraph 2.1(h) may provide statements of their fees and charges to the Contracting Party, who will include such fees and charges in its statements to you, which you will be obligated to pay in order that it can remit payment to such other Norton Rose Fulbright Entity or Entities.
- 3.5 If a bill remains unpaid 30 days after delivery:
- (a) you agree that we may be entitled to charge interest, if any, on it at such rate and under such arrangements allowable under the laws and professional regulations applicable to us or as may be provided for in applicable additional standard provisions or an agreement between us and you, and
 - (b) on giving written notice to you, we may cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity. If the matter is litigious, we may also remove ourselves from the Court or tribunal record.
- 3.6 You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full, subject to the laws and professional regulations applicable to us.
- 3.7 If we are required by any governmental or regulatory body, or by a service provider appointed by you, to submit one of our bills to audit, to produce documents or provide information on any individual matter on which you have instructed us, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to review them in your interests.

4 Disbursements and other charges

- 4.1 We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.
- 4.2 Subject to other arrangements set forth in the engagement letter, we may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our or their standard rates from time to time and for other expenses. These charges will be included in our bills and will not include any mark-up of expenses for which the precise cost can be readily determined but may vary from or exceed our or their direct cost for services for which the precise cost cannot be readily determined.

5 Money held on account for you

- 5.1 We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to us. You agree that we are not responsible for any loss of funds so deposited and managed.
- 5.2 If you deposit money with us on account of our fees, the principal and interest accrued, if any, will be applied to your final bill, rendered when we complete your instructions.

Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.

6 Communicating with us

- 6.1 When you seek and receive legal advice from us on your rights and obligations, legal advice or attorney-client privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or attorney-client privilege will attach to our communications related to those proceedings.
- 6.2 You agree that we may communicate with you using electronic means, knowing that certain risks (including, for example, interception, unauthorized access and risk of viruses) are associated with such means.

7 Confidentiality, conflict of interests, and our relationships with other clients

- 7.1 We will keep all information obtained from you, which is not in the public domain, confidential, and will only otherwise disclose it with your authority or if required to do so by the laws and professional regulations applicable to us or if permitted under paragraph 9.3. Nevertheless, you agree that we may disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding and may also disclose any relevant information in confidence to our insurers, insurance brokers, auditors, bankers and other advisers if and to the extent such disclosure may occur without waiving or losing any applicable legal privilege.
- 7.2 You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that, unless you instruct us otherwise, we may disclose any relevant information to your other professional advisers.
- 7.3 Norton Rose Fulbright is a large coordinated international legal practice with multiple offices around the world. Because of the size, geographic scope, breadth and diversity of the practice, it is inevitable that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interests to preserve our ability to represent both you and other clients. You agree that we may represent current or future clients (including any parties adverse to you in this Matter) in any other matter (including in litigation, arbitration, or other dispute resolution proceedings) that is not substantially related to your Matter, even if their interests are directly adverse to you or your interests in that other matter. We agree, however, that we will not represent another client in a matter if we have obtained non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage in that matter. You agree and accept that you have access to independent advice on the effect of this paragraph 7.3 and that your signature by way of acceptance of the provisions of the engagement letter to which these Terms apply is confirmation that you understand the scope and application of this paragraph and that you have no questions or concerns in that respect.
- 7.4 You agree that we or any other Norton Rose Fulbright Entity may act for other clients in transactions or disputes in which you or any affiliated entity of yours has an interest provided that we or such other Norton Rose Fulbright Entity do not thereby breach our or their duty of confidentiality to you.

- 7.5 You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we or any other Norton Rose Fulbright Entity owe a duty of confidentiality to another client or any other person.
- 7.6 You agree that we may disclose our role as legal advisers in any matter on which we are instructed following its completion, for the purposes of publicity, unless you instruct us otherwise. You also agree that, unless you instruct us otherwise, we may publicize the fact that we have a relationship with you.

8 Complaints

- 8.1 Any concerns or complaint about our work should be directed initially to the partner/director responsible for carrying out your instructions or, if you prefer, to the relationship partner/director. We maintain internal procedures that can be employed should a concern require escalation beyond the responsible partner/ director. The laws and professional regulations applicable to us may also provide formal complaint procedures.
- 8.2 In particular, you should raise any queries regarding any of our bills with the partner or director responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

9 Data protection, exchange of information and storage of documents

- 9.1 We act as a data controller in the provision of our legal services. We will process personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law and will implement appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to, that personal data. Please see our Privacy notice for further information on our processing of personal data: <http://www.nortonrosefulbright.com/privacy-notice/>
- 9.2 Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our Privacy notice available to your employees or other individuals whose personal data you share with us where this provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right; or (ii) in the event of loss, disclosure or unauthorized or unlawful processing of personal data that you have provided to us or that we have obtained on your behalf. We will cooperate with you and provide all reasonable assistance as may be required in either case.
- 9.3 In the course of providing our services to you, personal data (if any) with respect to persons in the European Economic Area (EEA) may be accessible to and used by other Norton Rose Fulbright Entities and their contractors and/or agents, including those located outside the EEA where data protection laws may not be as comprehensive as in the EEA, but as to such personal data we will ensure compliance with the data protection standards of the EU General Data Protection Regulation 2016 or higher standards under other laws applicable to such personal data.

- 9.4 We will also share your contact details, and those of your staff with whom we have contact, with other Norton Rose Fulbright Entities in order to provide you with information relevant to your business, and to ensure your continuous access to publications, events and news in areas of interest to you. Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy notice referenced above or as otherwise consented to by them.
- 9.5 We will not exchange information that will result in waiver or loss of any client privilege with other Norton Rose Fulbright Entities. Otherwise, you agree that the Contracting Party may exchange your information (including personal data) with other Norton Rose Fulbright Entities, including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place among all Norton Rose Fulbright Entities to protect the confidentiality of the information exchanged.
- 9.6 We may outsource certain functions associated with servicing clients to a service center dedicated to Norton Rose Fulbright located outside of the EEA or to other third party providers. For example, we may outsource information and document management, office support, technology and IT services, word processing, photocopying, and translation services.
- 9.7 Some of your data may be stored using cloud technology managed by a third party service provider. We have agreements in place with the third party service providers referred to in paragraphs 9.6 and 9.7 where applicable and also employ technical and organizational measures to protect the confidentiality and security of any information shared with them.
- 9.8 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but will do so for at least the minimum number of years required by applicable laws and professional regulations or local business custom. Files may be destroyed at any time after the expiry of such period, without notice, except those files you ask be delivered to you.

10 Copyright and intellectual property

- 10.1 We retain all copyright and other intellectual property rights in all material developed, designed and created by us in the course of a matter. You may only use and copy material created by us for you, or which we have developed independently of our work for you and used in the course of your matter, in accordance with our advice or specific license terms. All material must be kept confidential by you unless we agree otherwise.
- 10.2 We may use all material created and/or modified by us in the course of any matter for legal training, forms, service development (including in the training of artificial intelligence technologies in which event the materials may be hosted on a third party system) and research purposes, without reference to you.

11 Our compliance with certain laws and regulations

- 11.1 We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify

your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners.

- 11.2 We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

12 Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

13 Amendments

From time to time, we may need to amend these terms of engagement. If this occurs, we will notify you of the changes by means of a notice in the Legal Notices section of our website but they will not affect any matter on which we are then currently instructed.

14 Limitations

If the validity or enforceability of any of these terms of engagement is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence over these terms of engagement but they will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

15 Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counter-parties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other corrupt activities, and (iii) that you have taken or will take internal steps or procedures designed to ensure that the risk of corruption and bribery during the course of our relationship is eliminated.

16 Termination

- 16.1 Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing, subject, in our case, to any applicable laws or regulations. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 3.5 (b), but we retain sole discretion regarding any such decision.

- 16.2 If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges up to the time of the engagement's termination.
- 16.3 A solicitor/client or attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under instructions from you; we shall have no duty to provide you advice at any other time concerning changes in laws, rules or regulations that might affect your rights. Further, if we are not under instructions from you at a given point in time, you agree that, unless prohibited by applicable laws or regulations, we are entitled to accept at that time other instructions to act in respect of the subject matter of your previous instructions although we will not disclose to, or use to the benefit of, another client any information or documents in respect of which we owe you a duty of confidentiality.
- 16.4 We and other Norton Rose Fulbright Entities may send you general information on legal developments without charge, or may include you in general mailings, after our or their engagement with you has been terminated. This will not change the fact that our or their engagement has been terminated.

17 Grant of Lien

- 17.1 A lien is hereby granted by the City on any and all causes of action that the City may assert in any court action brought by Norton Rose Fulbright US LLP on the City's behalf under these terms of engagement. Such lien will be in addition to all other rights of Norton Rose Fulbright US LLP to receive sums owing from the City under these terms of engagement.

California Consumer Privacy Notice

Norton Rose Fulbright US LLP (“NRFUS”) takes data privacy seriously. We recognize and value the trust that individuals place in us when providing us with personal data and we are committed to safeguarding the privacy and security of personal data we may collect from visitors to our websites and/or the clients to whom we provide legal and other services. Because most of our clients are corporations and other organizations, the California Consumer Privacy Act typically will not apply, but our general Privacy Policy <https://www.nortonrosefulbright.com/en-us/global-statements/privacy-notice> will apply. In those rare instances where the California Consumer Privacy Act does apply to you, this California Consumer Privacy Notice will apply.

This Privacy notice aims to help you understand our personal data collection, usage and disclosure practices by explaining:

1. What personal data we collect about you
2. How we obtain the personal data about you
3. How we use your personal data
4. Who we share your personal data with
5. How we protect your personal data
6. What rights you have in relation to your personal data
7. How we use cookies, tracking, and similar technologies
8. How you can contact us
9. How we will update this Privacy notice

By providing your personal data to us (whether via one of our websites, by email, in person or over the phone), you agree to the processing set out in this Privacy notice. Further notices highlighting certain uses we wish to make of your personal data together with the ability to opt in or out of selected uses may also be provided to you when we collect personal data from you.

Please note: This Privacy notice does not apply to, and NRFUS is not responsible for, any third party websites which may be accessible through links from this website. If you follow a link to any of these third party websites, they will have their own privacy policies and you will need to check these policies before you submit any personal data to such third party websites.

This Privacy notice aims to help you understand our personal data collection, usage and disclosure practices by explaining:

1. What personal data we collect about you

We may collect and process different categories of personal data in the course of operating our business and providing our services, such as personal identifiers, commercial information, Internet information, and professional information. These include:

- Basic personal details such as your name and job title;

- Contact data such as your telephone number and postal or email address;
- Financial data such as payment related information or bank account details;
- Demographic data such as your address, preferences or interests;
- Website usage and other technical data such as details of your visits to our websites (including our HighQ portals, Dealrooms and the Institute) or information collected through cookies and other tracking technologies;
- Personal data provided to us by or on behalf of our clients or generated by us in the course of providing our services, which may, where relevant, include special categories of personal data;
- Identification and other background verification data such as a copy of passports or utility bills or evidence of beneficial ownership or the source of funds to comply with client due diligence/"know your client"/anti-money laundering laws and collected as part of our client acceptance and ongoing monitoring procedures;
- Recruitment related data such as your curriculum vitae, your education and employment history, details of professional memberships and other information relevant to potential recruitment to NRFUS;
- Data that you may provide to us in course of registering for and attending events or meetings, including access and dietary requirements; and
- Any other personal data relating to you that you may provide.

2. How we obtain the personal data about you

We may collect or receive your personal data in a number of different ways:

- Where you provide it to us directly, for example by corresponding with us by email, or via other direct interactions with us such as completing a form on our website or registering for and using one of our online tools such as the HighQ portals;
- Where we monitor use of, or interactions with, our websites, any marketing we may send to you, or other email communications sent from or received by NRFUS;
- Third party sources, for example, where we collect information about you to assist with "know your client" checks as part of our client acceptance procedures or where we receive information about you from recruitment agencies for recruitment purposes; or
- Publicly available sources – we may, for example, use such sources to help us keep the contact details we already hold for you accurate and up to date or for professional networking purposes, e.g. LinkedIn.

3. How we use your personal data

We will only use your personal data where we are permitted to do so by applicable law. We use your data for a variety of business and commercial purposes:

- Contract performance: where your information is necessary to enter into or perform our contract with you.
- Legal obligation: where we need to use your information to comply with our legal obligations.
- Legitimate interests: where we use your information to achieve a legitimate interest and our reasons for using it outweigh any prejudice to your data protection rights.
- Legal claims: where your information is necessary for us to defend, prosecute or make a claim against you, us or a third party.
- Consent: where you have consented to our use of your information (you will have been presented with a consent form or facility in relation to any such use and may withdraw your consent through an unsubscribe or similar facility).

We may use your personal data in the following ways:

- To provide our legal and other services to you and to conduct our business – to administer and perform our services, including to carry out our obligations arising from any agreements entered into between you and us (please note that our Standard Terms of Engagement apply where we provide legal services).
- To facilitate use of our websites and to ensure content is relevant – to respond to requests for information or inquiries from visitors to our websites and to ensure that content from our websites is presented in the most effective manner for you and for your device.
- For marketing and business development purposes – to provide you with details of new services, legal updates and invites to seminars and events where you have chosen to receive these. We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to you or you may opt out by contacting us as set out in section 8 below.
- For research and development purposes – analysis in order to better understand your and our clients' services and marketing requirements and to better understand our business and develop our services and offerings.
- For recruitment purposes – to enable us to process applications for employment submitted via the Careers section of our website and to assess your suitability for any position for which you may apply at Norton Rose Fulbright.
- To fulfil our legal, regulatory, or risk management obligations – to comply with our legal obligations (performing client due diligence/"know your client", anti-money laundering, anti-bribery, sanctions or reputational risk screening, identifying conflicts of interests); for the prevention of fraud and/or other relevant background checks as may be required by applicable law and regulation and best practice at any given time; and to enforce our legal rights, to comply.

- To ensure that we are paid – to recover any payments due to us and where necessary to enforce such recovery through the engagement of debt collection agencies or taking other legal action (including the commencement and carrying out of legal and court proceedings).
- To inform you of changes – to notify you about changes to our services or our Standard Terms of Engagement for legal services or this Privacy notice.
- To reorganize or make changes to our business – In the event that we are undergo a re-organization (for example if we merge, combine or divest a part of our business), we may need to transfer some or all of your personal data to the relevant third party (or its advisors) as part of any due diligence process or transfer to that re-organized entity or third party your personal data for the same purposes as set out in this Privacy notice or for the purpose of analyzing any proposed re-organization.

4. Who we share your personal data with

NRFUS is member firm of Norton Rose Fulbright, a Swiss verein. The members of the firm are separate legal entities, but we coordinate our practices. Any personal data that we collect or you provide to us may be shared with and processed by any Norton Rose Fulbright entity among our global network.

We may also share your personal data with a variety of the following categories of third parties:

- Our professional advisors (e.g. legal, financial, business, risk management or other advisors), bankers and auditors;
- Our insurers and insurance brokers;
- Third party service providers, including a service center based in the Philippines that is operated by Accenture UK Limited, to whom we outsource certain functions such as information and document management, office support, technology and IT services, word processing, photocopying and translation services (we have agreements in place with these service providers to protect the confidentiality and security of information (including personal data) shared with them); and
- Other third party external advisors or experts engaged in the course of the services we provide to our clients and with their prior consent, such as barristers, local counsel and technology service providers such as eDiscovery and document review platforms.

We may also process your personal data to comply with valid government subpoenas or other legal process. Before complying, where possible, we will provide you with notice so that you may object.

5. How we protect your personal data

We recognize that information security is an integral element of data privacy. While no data transmission (including over the Internet or any website) can be guaranteed to be secure from intrusion, we implement a range of commercially reasonable physical, technical and procedural measures to help protect personal data from unauthorized access, use, disclosure, alteration or destruction in accordance with data protection law requirements. Alongside our role, please also note that where we have given you (or where you have chosen) a password which enables you to access certain parts of our websites or online services, you are responsible for keeping this

password confidential and for complying with any other security procedures that we notify you of. We ask you not to share a password with anyone.

6. What rights you have in relation to your personal data

If you have any questions about our use of your personal data, you should first contact us via the details provided in section 8 below. Under certain circumstances and in accordance with applicable data protection laws:

You have the right to request that we disclose to you what information we collect, use and disclose. You also have the right to request that a business delete any personal information about you which the business has collected about you. To submit either of the above requests, you may call toll-free 1 (877) 203-2849. You may also submit via email at privacypolicy@NortonRoseFulbright.com for assistance. Please note for your protection, any request sent to us to delete your personal information will be subject to a verification procedure that may require you to provide us with information about you that we have in our files.

We may have disclosed your information as described above during the preceding 12 months, but we do not sell your personal information. We do not have actual knowledge that we sell the personal information of minors under 16 years of age.

We shall not discriminate against you for exercising any of your above rights.

You may designate an authorized agent to make a request to exercise your rights on your behalf. For your protection, we reserve the right to deny any request from an agent who does not submit proof that they have been authorized to act on your behalf.

You can exercise your right to stop email marketing messages from us at any time by using an unsubscribe facility or contacting us at privacypolicy@nortonrosefulbright.com.

If you contact us to exercise any of these rights we will check your entitlement and respond in most cases within 45 days.

7. How we use cookies, tracking, and similar technologies

When you visit our websites we may send a cookie to your computer. This is a small data file stored by your computer to help improve functionality or tailor information to provide visitors with more relevant pages. For details of the cookies employed by us, please see our Cookie Policy, which forms part of this Privacy notice. We may also analyze website traffic to identify what visitors find most interesting so we can tailor our websites accordingly.

We will not respond to Web browser “do not track” signals. If you would like additional information about online tracking and various opt-out mechanisms, please see <https://youradchoices.com/>.

Because we link to social media sites, and from time to time may include third-party advertisements, other parties may collect your personally identifiable information about your online activities over time and across different web sites when you visit this Site.

Please note that not all tracking will stop even if you delete cookies.

8. How you can contact us

If you have a concern or a question about how we have processed your personal information, you should first raise your concern or question with Human Resources. In the event that Human Resources is unable to resolve the concern or question, you may call 1 (713) 651-7777 or e-mail privacypolicy@NortonRoseFulbright.com for assistance.

Data Protection Officer
799 9th Street NW, Suite 1000
Washington DC 20001
United States

9. How we may update this Privacy notice

We may change the content of our websites and how we use cookies without notice and consequently our Privacy notice and Cookie Policy may change from time to time in the future. We therefore encourage you to review them when you visit the website to stay informed of how we are using personal data.

Effective Date: June 30, 2020.

June 1, 2021

Cristian Gonzalez
City Manager
City of Mendota
643 Quince Street
Mendota, CA 93640

RE: City of Mendota 2021 Sewer Refunding and City Hall Financing Projects – Regulatory Disclosure Letter

Dear Cristian,

NHA Advisors, LLC (“NHA Advisors”) is required to send this Regulatory Disclosure Letter per Municipal Securities Rulemaking Board (“MSRB”) rules. This letter specifies the terms and details of the work that NHA Advisors will perform for the City of Mendota (the “City”) relating to the above referenced project (the “Project”). Additionally, this letter provides certain duties and disclosures that municipal advisors must present to all clients prior to beginning work on a municipal transaction.

Scope of Municipal Advisory Activities to be Performed

A detailed Scope of Services can be found in Exhibit A.

Independent Registered Municipal Advisor (“IRMA”)

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”), with regard to the IRMA exemption of the U. S. Securities and Exchange Commission (“SEC”) Rule, NHA Advisors will review all third-party recommendations submitted to NHA Advisors in writing by the City.

Term of the Project

The Project will commence on May 28, 2021 and end on the earlier of either June 30, 2022 or upon completion of the work identified in Exhibit A. Any extensions must be mutually agreed upon by all parties in writing.

Termination of NHA Advisors’ Role on Project

The City may terminate NHA Advisors’ role on the Project at any time and without cause upon written notification to NHA Advisors.

In the event of termination, NHA Advisors shall be entitled to compensation for services performed to the effective date of termination. The City, however, may condition payment of such compensation upon NHA Advisors delivering to the City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to NHA Advisors or prepared by or for NHA Advisors or the City in connection with NHA Advisors’ work on the Project.

NHA Advisors may terminate upon 45 days' written notice to the City and shall include in such notice the reasons for termination.

Compensation and Out-of-Pocket Expenses

A detailed proposal for compensation and expenses can be found in Exhibit B.

Fiduciary Duty

NHA Advisors is registered as a Municipal Advisor with the SEC and MSRB. As such, NHA Advisors has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice
- c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors becomes aware of any material potential conflict of interest that arises after this disclosure, NHA Advisors will disclose the detailed information in writing to the City in a timely manner.

The following are potential conflicts of interest to be considered.

- NHA Advisors represents that in connection with the issuance of municipal securities, NHA Advisors may receive compensation from the City for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NHA Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NHA Advisors' ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair NHA Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.
- The fee paid to NHA Advisors increases the cost of investment to the City. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided.
- NHA Advisors serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another NHA Advisors client. For example, NHA Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NHA Advisors could potentially face a conflict of interest arising from these competing client interests. NHA Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors.
- NHA Advisors has not made any payments directly or indirectly to obtain or retain NHA Advisors' municipal advisory business.
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the City of its services, any municipal securities transaction, or any municipal finance product.
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the City.
- NHA Advisors does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- NHA Advisors does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the City.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access NHA Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, NHA Advisors will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the City for five (5) years.

If there are any questions regarding the above, please do not hesitate to contact NHA Advisors.

Sincerely,



Eric J. Scriven
Principal

EXHIBIT A

SCOPE OF SERVICES

The scope of work will generally include, but will not be limited to, the following services:

TASK 1: SEWER REFUNDING

The scope of work will generally include, but may not be limited to, the following services:

◆ **Pre-Financing Preparation**

- Assist City staff with remediation of past continuing disclosure postings and preparation of necessary reports
- Assist City staff with development of policies related to a financing (e.g., Debt Management Policy, Investment Policy, Reserves Policy, etc.)

◆ **Project Management**

- Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
- Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
- Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

◆ **Quantitative Analysis and Financial Structuring**

- Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
- Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
- Analyze credit enhancement options (bond insurance and reserve surety bond policies).
- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

◆ **Project Implementation**

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, NHA Advisors will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.

- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- If a public offering method of sale is utilized:
 - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
 - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
 - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.
 - Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
 - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- If a private placement method of sale is utilized:
 - Prepare a credit package for potential investor banks.
 - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.
 - Manage bond or loan pricing and final financing structure (debt service and bond terms).
 - Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.
- Work with bond counsel to finalize documents for execution by the City.
- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing.

TASK 2: CITY HALL FINANCING

The scope of work will generally include, but may not be limited to, the following services:

◆ Project Management

- Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
- Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
- Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

◆ Quantitative Analysis and Financial Structuring

- Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.

- Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
- Analyze credit enhancement options (bond insurance and reserve surety bond policies).
- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

◆ **Project Implementation**

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, NHA Advisors will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.
- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- If a public offering method of sale is utilized:
 - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
 - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
 - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.
 - Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
 - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- If a private placement method of sale is utilized:
 - Prepare a credit package for potential investor banks.
 - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.
 - Manage bond or loan pricing and final financing structure (debt service and bond terms).
 - Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.
- Work with bond counsel to finalize documents for execution by the City.
- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing.

EXHIBIT B

COMPENSATION SCHEDULE

TASK 1: SEWER REFUNDING

For work described in the Scope of Services as Task 1, compensation will be contingent on completion of the financing and is expected to be paid from proceeds of the transaction at the time of closing. The fee for these services is based on a number of factors, including the method of sale, financing structure, complexity, series of bonds, funding source, and the time expected to be required to manage the financing process. Because these fees are paid out of bond proceeds, there is no immediate budgetary impact to the City.

Pre-Financing Preparation

For services related to Pre-Financing Preparation identified in the Scope of Services, NHA Advisors will receive a fee for services as follows.

Pre-Financing Preparation	Fee
CD Remediation and Policy Adoption	\$5,000

Base Municipal Advisory Services

The transaction is expected to utilize one of three methods of sale: (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale. Based on the method of sale, NHA Advisors will receive a fee for services as follows.

Method of Sale	Bond, Loan or Other Debt Financing Fee
Private Placement	\$47,500-\$62,500
Public Offering – Negotiated Sale	\$47,500-\$87,500

Additional Services

Credit Rating Process (as Needed) – For services related to a credit rating process, NHA Advisors will receive a fee for services as follows.

Credit Rating Process	Fee
Bond, Loan or Other Debt Financing	\$10,000

In-Person Meetings (Upon Request) – NHA Advisors will be reimbursed \$1,500 for each in-person meeting. NHA Advisors will participate on conference calls and virtual meetings at no additional cost to the City.

Request for Proposals (Upon Request) – If the City has not engaged consultants to provide certain services required as part of financing process, at the City’s direction, NHA Advisors will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Trustee	\$1,000

TASK 2 CITY HALL FINANCING

For work described in the Scope of Services as Task 2, compensation will be contingent on completion of the financing and is expected to be paid from proceeds of the transaction at the time of closing. The fee for these services is based on a number of factors, including the method of sale, financing structure, complexity, series of bonds, funding source, and the time expected to be required to manage the financing process. Because these fees are paid out of bond proceeds, there is no immediate budgetary impact to the City.

Base Municipal Advisory Services

The transaction is expected to utilize one of three methods of sale: (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale. Based on the method of sale, NHA Advisors will receive a fee for services as follows.

Method of Sale	Bond, Loan or Other Debt Financing Fee
Private Placement	\$47,500-\$62,500
Public Offering – Negotiated Sale	\$47,500-\$87,500

Additional Services

Credit Rating Process (as Needed) – For services related to a credit rating process, NHA Advisors will receive a fee for services as follows.

Credit Rating Process	Fee
Bond, Loan or Other Debt Financing	\$10,000

In-Person Meetings (Upon Request) – NHA Advisors will be reimbursed \$1,500 for each in-person meeting. NHA Advisors will participate on conference calls and virtual meetings at no additional cost to the City.

Expenses (Out-of-Pocket)

All expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the project.

June 1, 2021

City of Mendota
643 Quince Street
Mendota, CA 93640

Attn: Cristian Gonzalez, City Manager

Re: Engagement of and Disclosures by Underwriter/Senior Managing Underwriter
Pursuant to SEC Municipal Advisor Rule and MSRB Rule G-17
Mendota Joint Powers Financing Authority
2021 Wastewater Revenue Bonds
2021 Lease Revenue Bonds

Dear Cristian:

We are writing to confirm our underwriting engagement and provide you, as City Manager of the City of Mendota, and on behalf of the Mendota Joint Powers Financing Authority (“Issuer”), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the “Bonds”), as required by the Securities and Exchange Commission’s Municipal Advisor Rule, and the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

The Issuer hereby confirms and engages Raymond James & Associates, Inc. (“RJA”), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

(whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Because we have recommended to the Issuer a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

III. Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
 - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- Disclosures Concerning the Underwriters' Compensation:
 - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.


Under SEC and MSRB Rules, we are required to both (i) confirm our role and engagement as underwriter of the Bonds, and (ii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email **both** (1) confirming that RJA is engaged as underwriter of the Bonds, **and** (2) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By:  _____

Confirmed and Acknowledged:

Mendota Joint Powers Financing Authority

By: _____
Cristian Gonzalez, City Manager

Date: _____

CC: Russ Trice, Norton Rose Fulbright
Eric Scriven, NHA Advisors, LLC

Attached: Financing Disclosures

Fixed Rate Structure Disclosure (3.31.21)

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.²

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state

² The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barreled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.

constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities

at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
STAFF AND CONSULTANTS TO PREPARE
NECESSARY DOCUMENTATION FOR THE
ISSUANCE OF BONDS TO REFUND AND
PREPAY CERTAIN OUTSTANDING OBLIGATIONS
AND TO FINANCE A NEW CITY HALL AND
POLICE FACILITIES; AND APPROVING FINANCING
TEAM MEMBERS IN CONNECTION THEREWITH**

RESOLUTION NO. 21-37

WHEREAS, on October 13, 2005, on behalf of the City of Mendota (the “City”), the Mendota Joint Powers Financing Authority (the “Authority”) issued its Wastewater Revenue Bonds, Series 2005 (Bank Qualified) (the “2005 Bonds”); and

WHEREAS, on January 26, 2010, the 2010-1 Certificates of Participation (the “Certificates” and, together with the 2005 Bonds, the “Prior Obligations”) were executed and delivered to the Rural Utilities Service, United States Department of Agriculture pursuant to a trust agreement by and among a trustee thereunder, the Authority, and the City; and

WHEREAS, the City desires to cause the refunding and prepayment of all of the outstanding Prior Obligations to restructure the debt service and achieve savings for the City’s wastewater system; and

WHEREAS, the City anticipates refunding and prepaying the Prior Obligations with proceeds of revenue bonds (the “Refunding Bonds”) to be issued by the Authority; and

WHEREAS, the City has identified the need for a new combined public facility to serve as its City Hall and Police Department to be located at 643 Quince St, Mendota, California (together, the “Project”); and

WHEREAS, the City anticipates financing the Project with proceeds of lease revenue bonds (the “Project Bonds”) to be issued by the Authority; and

WHEREAS, the City lacks the specialized experience and capacity necessary to oversee the planning, design, and construction of the Project, and thus desires to contract with an experienced and qualified construction management firm to provide the high-quality and comprehensive construction management services required to plan, design, budget, and construct the Project in an expeditious and cost-effective manner; and

WHEREAS, the City desires to engage Public Facilities Investment Corporation to furnish such comprehensive construction management services to the City for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota as follows:

Section 1. Approval of Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Authorization to Prepare Documents. The City Council hereby authorizes (i) Public Facilities Investment Corporation to commence construction management services in connection with the Project; (ii) staff and Bond and Disclosure Counsel to prepare necessary documentation for review and approval by the City Council for the refunding and prepayment of the Prior Obligations and the issuance and delivery of the Refunding Bonds, and (iii) staff and Bond and Disclosure Counsel to prepare necessary documentation for review and approval by the City Council for the issuance and delivery of the Project Bonds.

Section 3. Approval of Certain Financing Team Members. The City Council hereby approves the appointment of (a) Public Facilities Investment Corporation, to provide construction management services in connection with the Project (b) Norton Rose Fulbright US LLP, to provide Bond and Disclosure Counsel services in connection with the Refunding Bonds and Project Bonds, (c) NHA Advisors, LLC, as Municipal Advisor in connection with the Refunding Bonds and Project Bonds, and (d) Raymond James & Associates, Inc., as Underwriter in connection with the Refunding Bonds and Project Bonds. The City Manager is hereby authorized and directed to execute the services agreements with these financing team members on file with the City Clerk.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

Section 5. Certification. The City Clerk shall certify to the adoption of this Resolution.

Rolando Castro, 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 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: JUNE 8, 2021

GRANTS UPDATE

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – Staff contacted the County of Fresno (County) to get an update on our requested budget to include funding from 2019-2020, 2020-2021 and 2021-2022. Our allocation is \$575,222.00 for all three fiscal years. Since we are advancing our allocation for 2021-2022, we will forfeit funding for 2022-2023. The City will be able to submit an application for funding in 2023-2024. All funding will be used for the Rojas-Pierce Park Expansion Project. Staff is waiting for documents from the County to finalize agreement and for the reimbursement process.
- **County of Fresno, Urban Community Development Block Grant Program for Eligible Activities to Support Coronavirus and Other Infectious Disease Response** – The “Mendota Internet Connectivity, Project No. 19741-CV (MIC) is open. Staff is working with California State University, Fresno’s Office of Community and Economic Development who are assisting with intake of applications. Funds need to be disbursed by November 2021. Challenges we are facing is applicant need to be a U.S. citizen or have legal immigration status. This is a funding requirement enforced by the U.S. Department of Housing and Urban Development (HUD).
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **Statewide Park Development and Community Revitalization Program (SPP)** – Staff submitted an application for a new community center, outdoor fitness court and inclusive playground to be located at the Rojas-Pierce Park on Friday, March 12, 2021. The selection process should be late Summer 2021.
- **Wonderful Community Grants** – The rental relief program is majority completed with all rental relief check being distributed. As part of the grant agreement, staff is required to still submit a monthly grant report to the Wonderful Community Grants. The grant period ends on September 30, 2021. However, staff will still need to issue a 1099-MISC to all landlords/property owners as part of the grant agreement in January 2022.
- **Urban Flood Protection Grant Program** – Staff is still waiting on approval for this grant program. This grant funding, if awarded will be provided through Proposition 68. There is no match requirement. This project is the same concept as the Stormwater Improvement Project which has already been awarded. This funding is a better option for the City since there is no match.

- **Stormwater Improvement Project** – The Stormwater Improvement Project has been awarded funding through Prop. 1. This project does have a 5% match. Staff is still working through the process since we are currently going through the competitive process for the Urban Flood Protection Grant Program.
- **Proposition 64 Public Health and Safety Grant Program** – The City has received agreements and memorandums of understanding from the City of Fresno. Staff will have documents to be discussed and approved at the City Council meeting on June 22nd. The City of Fresno is requesting hiring to be done after July 1st due to documents needing to be approved by governing bodies.
- **Floodplain Management Services (FPMS)** – Staff met with two staff members from the US Army Corps of Engineers, Danae Olson and Melissa Weymiller on Thursday, May 13th to visit the sites areas where the City is the recipient of flooding issues due to the Panoche Creek. Our next step in this process will be a letter of intent which will be placed on the June 22nd City Council meeting for discussion and approval of participating in the Floodplain Management Services Program. Under this program, we would be able to have floodplain maps and recommendations on how to reduce the flood risk in Mendota.
- **Public Benefit Grant Program:** Staff is working on the last application for year 2020. Once we get the approval from SJVAPCD, staff will submit a purchase order for the utility vehicle. This grant program is up (5) vehicles purchase up to \$20,000.00. Staff is currently in the process of submitting (5) new applications for 2021.
- **Office of Traffic Safety:** Staff is working on scheduling a presentation from the fire department regarding grant funded equipment. The emergency extrication equipment is scheduled to be displayed at the 2021 Fireworks Show on Saturday, June 26th.
- **Tire-Derived Product Grant:** Staff submitted an application to CalRecycle for the Tire-Derived Product Grants TDP20 requesting \$149,995.02 in grant funding. The grant application is for (7) project sites: Sorensen Avenue-Streetscape, Roundabout-Bass/Barboza Street, Welcome Sign-180, Rojas-Pierce Park (near basketball courts), Rojas-Pierce Park (wall near flags), baseball diamond and flower beds at City Hall.

Attachment(s):

1. Grants Spreadsheet

Grant Information

Grant Name	Application Due Date	Award Date	Agency: Federal/State/County/ Private	Pass-thru	Matching	Award Amount	Purpose of Grant	Notes
Tire-Derived Product Grant	6/1/2021	8/31/2021	State	N	N	\$ 149,995.02	Install rubber mulch at (7) project sites citywide for landscape purposes.	
New Alternative Fuel Vehicle Purchase	TBD	TBD	Local	N	N	Up to \$20,000 per vehicle	Purchase (2) electric "Zero" motorcycles for the Police Department and (3) vehicles for Public Works & Public Utilities	
Statewide Park Development and Community Revitalization Program (SPP)	3/12/2021	August/September	State	N	N	Maximum \$8,500,000	1) Community Center - Rojas-Pierce Park; 2) Fitness Court - Veterans Park; 3) Renovation - Pool Park	
Proposition 64 Public Health and Safety Grant Program	1/29/2021	5/1/2021	State	N	N	\$452,509.75	(2) Community Resource Officers, (2) Administrative Assistants, (1) K-9, (1) vehicle	Partnership with City of Fresno (Lead Applicant), Fresno EOC, The Boys & Girls Clubs of Fresno County
Good Neighbor Citizenship Company Grants	10/31/2020	4/30/2021	Private	N	N	\$ 198,825.00	Pocket Park at Bass Avenue and I Street	
CARES County of Fresno	10/1/2020	12/31/2020	County	N	N	\$ 229,732.87	COVID-19 relief funds: Non-profit organizations: Message Trailers: Overtime	
Coronavirus Relief Funds (CRF)	10/1/2020	7/1/2020	State	N	N	\$ 154,512.00	Expenditures incurred for COVID-19 - Use funds for Police Department MDT's	
FEMA-4482-DR-CA	TBD	TBD	State	N	Y	TBD	Expenditures incurred for COVID-19	25% match
CDGB -Coronavirus and Other	TBD	7/1/2020	County	N	N	\$ 104,796.00	Fire Department Equipment & Broadband Assistance for Mendota Residents	
Wonderful Community Grants	8/31/2020	9/15/2020	Private	N	N	\$ 50,000.00	COVID-19 relief funds	Mendota Community Corporation Administering
Tobacco Grant Program	8/7/2020	TBD	State	N	N	TBD	Add new tobacco language to our municipal code for enforcement: overtime for educational awareness to local vendors.	
Urban Community Development Block	7/31/2020	7/1/2021	County	N	N	\$ 150,000.00	Phase III Rojas-Pierce Park Expansion Project	
California Aid to Airports Program	7/9/2020	3/31/2021	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport	
Community Facilities Grant	7/1/2020	8/1/2020	Federal	N	Y	\$ 50,000.00	Purchase (2) Police Ford Explorers, upfit and equipment. This grant is in conjunction with the New Alternative Fuel Vehicle Purchase Grant.	USDA
New Alternative Fuel Vehicle Purchase	6/22/2020	10/31/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Police Ford Explorer and (1) Ford F-250 Truck	
CARES Act Airport Grant	6/18/2020	TBD	Federal	N	N	\$ 1,000.00	Reimburse operational and maintenance expenses or debt service payments for the William Robert Johnston Municipal Airport	
Urban Flood Protection Grant Program	6/15/2020	TBD	State	N	N	\$ 4,500,000.00	Removal and replacement of undersized and critically damaged storm drain from 8th Street southeasterly past 10th Street to an existing ditch.	
COPS Hiring Program	3/11/2020	10/1/2020	Federal	N	Y	\$ 125,000.00	Hire (1) Full-time Police Officer for 3 years.	25% match
Office of Traffic Safety Grants	1/30/2020	10/1/2020	State	N	N	\$ 81,527.00	DUI Saturations, Traffic Enforcements, Car Seat Installation/Giveaway Event, Emergency Medical Services for the Fire Department	We received 2/3 grants applied. Car Seat Installation was not approved.
Fresno COG 2019-2020 CMAQ	1/1/2020	5/1/2020	Federal	Y	Y	\$ 458,304.00	Alley Paving Project for 7U & 7U1 (near Unida/Belmont/Derrick) and about 1/3 of the alleys on the eastside.	11.47% match
SB 2 Planning Grant Program	12/20/2019	6/1/2020	State	N	N	up to \$160,000	Update planning documents and processes of housing approvals/production	
New Alternative Fuel Vehicle Purchase	12/20/2019	6/1/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Public Works/Utilities Trades Vehicle & (2) Police Explorers Interceptors Vehicles	(2) Police Explorers Vehicles to be paid with funding from USDA
Beverage Container Recycling City/County Payment Program	12/17/2019	2/28/2020	State	N	N	\$ 5,000.00	Billboard Advertisement and Radio Advertisement to promote beverage container recycling.	If you don't expend the full \$5,000.00, you must repay CalRecycle.
Automatic Meter Read Construction		10/21/2019	State	N	Y	\$ 3,074,561.00	Install City-wide Automatic Meter Reading Meters	Grant Component \$2,724,912.00
Access to Historical Records: Archival Projects	10/3/2019	7/1/2020	Federal	N	Y	\$ 95,907.00	Digitize public records and make freely available online	
National Fitness Campaign 2020	8/1/2019	10/1/2020	Private	N	Y	\$ 30,000.00	Outdoor Fitness Court	If the City wishes to pursue this grant, we would need to match \$100,000.00.
Urban Community Development Block	7/31/2019	7/1/2020	County	N	N	\$ 575,222.00	Phase II Rojas-Pierce Park Expansion Project	For Fiscal Years 2019/2020: 2020/2021 & 2021/2022
California Aid to Airports Program	7/31/2019	10/31/2019	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport	
Urban County Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 6,969.92	Rojas-Pierce Park Expansion	One-time basis
Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 177,952.00	Rojas-Pierce Park Expansion	One-time basis

Key: Applied for Grants

- In process
- Approved
- Denied
- Closed

Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer

Subject: City Engineer's Report to City Council

Date: June 2, 2021

Engineering Projects:

1. Rojas Pierce Park:
 - Working with staff for funding for next Phase & sponsorship opportunities
2. Mowry Bridge Replacement Project (MBRP):
 - New deck and water line relocation this month
 - Completion in July 2021
3. Well 10 and Water Main Relocation
 - On hold; working with USBR and BB Limited to reduce costs
4. Mendota Meter Reading Project
 - Advertise for bids later this month
 - Construction to start in summer 2021
5. Citywide RRXG Improvements:
 - Began coordination with Railroad
6. MJHS Safe Routes to School Project:
 - ATP funds authorized; RFP for design services to be issued this month
7. Safe Routes to School Master Plan
 - ATP funds authorized; RFP for report preparation this month
8. 2021 Alley Paving Project
 - Request for Authorization for Construction funds to Caltrans this month
 - Construction to start in Summer 2021 with \$483,000 of CMAQ funding

Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
 - Reviewing initial submission for 15 dwellings
2. Rojas Pierce Park Annexation
 - Working with LAFCo and WWD to complete process
 - Staff is reviewing GSPs to ensure that the City can comply with WWD requests
3. CES Mendota
 - Working with applicant to address potential noise and airport concerns
4. Axiom/Valley Ag Holdings
 - Working with applicant as issues arise during construction
5. Left Mendota II
 - Revising conditional use permit and development agreement to add 13 acres of outdoor cultivation to existing Left Mendota I project (former Cannahub)
 - Received conditional finding of conformity from the Airport Land Use Commission

- *Preparing to finalize and circulate CEQA document*
6. Regional Housing Needs Allocation
 - *Participating in Fresno COG meetings regarding the initial steps of the 6th Cycle Housing Element preparation*

Grant Applications:

1. Mendota Stormwater Improvement Project
 - *EOPCC \$4.2 million*
 - *Prop 68 Urban Flood Protection Grant Program*
 - *Award announcement in July 2021*
 - *Prop 1 Storm Water Grant Program, Round 2*
 - *\$3,822,800 awarded for this project; pending results of Prop 68*
2. Caltrans Sustainable Transportation Planning Grant
 - *Submitted application for funds to prepare Derrick & Oller Corridor Enhancement Plan to improve safety and circulation in these two major corridors*
3. *Application for \$10,000 in REAP funding was awarded to develop GIS mapping for City*

On-going (this month):

1. Representation of the City at FCOG TTC meetings
2. Representation of the City and westside cities at FCOG RTP/SCS roundtable
3. Discussion of road safety issues with Caltrans

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

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

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