



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
VICTOR MARTINEZ
JESSE MENDOZA
OSCAR ROSALES
ROBERT SILVA

AGENDA
MENDOTA CITY COUNCIL
Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
December 11, 2018
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, those 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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

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

CONFIRMING THE ELECTION

1. Proposed adoption of **Resolution No. 18-80**, confirming the results of the election returns for the consolidated General Election held on November 6, 2018.
2. City Clerk Flood to administer the Oath of Office to newly elected Council Members.

REORGANIZATION OF COUNCIL

1. City Clerk to conduct City Council reorganization proceedings and accept nominations for the following offices:
 - a) Mayor
 - b) Mayor Pro Tem
 - a. *City Clerk Flood accepts motions to nominate for Mayor*
 - b. *City Clerk Flood accepts motions to nominate for Mayor Pro Tem*

RECESS

CITIZENS ORAL AND WRITTEN PRESENTATIONS

At this time members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium, state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of November 13, 2018.
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. NOVEMBER 13, 2018 THROUGH DECEMBER 04, 2018
WARRANT LIST CHECKS NO. 44677 THRU 44755
TOTAL FOR COUNCIL APPROVAL = \$665,943.87
2. Proposed adoption of **Resolution No. 18-81**, approving the Coordination Agreement and Cost Sharing Agreement between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency.
3. Proposed adoption of **Resolution No. 18-85**, approving the Second Amendment to an agreement with Provost & Pritchard Consulting Group for services relating to the reconstruction of the Mowry Bridge.

BUSINESS

1. Council discussion and consideration of **Resolution No. 18-82**, acknowledging receipt of the annual audit of City funds.
 - a. *Receive presentation from Price, Paige, & Company*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council consider the adoption of Resolution No. 18-82*

2. Council discussion and consideration of **Resolution No. 18-83**, approving a contract with the United States Department of the Interior - Bureau of Reclamation.
 - a. *Receive presentation from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council consider the adoption of Resolution No. 18-83*

3. Council discussion and consideration of **Resolution No. 18-84**, approving a property lease agreement with the Community Action Partnership of Madera County, Inc. for the lease of a City-owned building located at 435 Sorenson Street.
 - a. *Receive presentation from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council consider the adoption of Resolution No. 18-84*

4. Council discussion and consideration of City holiday hours.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council take action as appropriate*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

2. Code Enforcement & Police Department
 - a) Monthly Report

3. Economic Development
 - a) Monthly Report
4. City Attorney
 - a) Update
5. City Manager

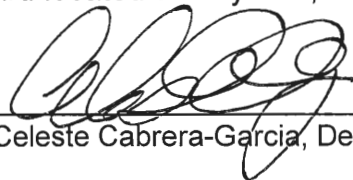
MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of December 11, 2018, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, December 7, 2018 at 5:30 p.m.



Celeste Cabrera-Garcia, Deputy City Clerk

Statement of Votes Cast
 Statewide General Election
 SOVC For 615 0 City Of Mendota, All Counters, City of Mendota

Date:12/06/18
 Time:16:57:29
 Page:1 of 4

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
0000116			
Polling	1080	208	19.26%
Vote By Mail	1080	282	26.11%
Total	1080	490	45.37%
0000117			
Polling	1570	248	15.80%
Vote By Mail	1570	431	27.45%
Total	1570	679	43.25%
0001029			
Polling	0	0	-
Vote By Mail	0	0	-
Total	0	0	-
Total			
Polling	2650	456	17.21%
Vote By Mail	2650	713	26.91%
Total	2650	1169	44.11%

Statement of Votes Cast
 Statewide General Election
 SOVC For 615 0 City Of Mendota, All Counters, City of Mendota

Date:12/06/18
 Time:16:57:29
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MENDOTA CITY COUNCIL									
	Reg. Voters	Times Counted	Total Votes	ROLANDO CASTRO		JOSEPH R. RIOFRIO		JESSE MENDOZA	
Jurisdiction Wide									
0000116									
Polling	1080	208	482	115	23.86%	56	11.62%	109	22.61%
Vote By Mail	1080	282	671	157	23.40%	85	12.67%	131	19.52%
Total	1080	490	1153	272	23.59%	141	12.23%	240	20.82%
0000117									
Polling	1570	248	533	122	22.89%	73	13.70%	97	18.20%
Vote By Mail	1570	431	1014	211	20.81%	166	16.37%	172	16.96%
Total	1570	679	1547	333	21.53%	239	15.45%	269	17.39%
0001029									
Polling	0	0	0	0	-	0	-	0	-
Vote By Mail	0	0	0	0	-	0	-	0	-
Total	0	0	0	0	-	0	-	0	-
Total									
Polling	2650	456	1015	237	23.35%	129	12.71%	206	20.30%
Vote By Mail	2650	713	1685	368	21.84%	251	14.90%	303	17.98%
Total	2650	1169	2706	605	22.41%	380	14.07%	509	18.85%

Statement of Votes Cast
 Statewide General Election
 SOVC For 615 0 City Of Mendota, All Counters, City of Mendota

Date:12/06/18
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		MENDOTA CITY COUNCIL							
		ROBERT SILVA		JOSE GALLARDO		CORINA MACIAS		Write-In Votes	
Jurisdiction Wide									
0000116									
Polling		78	16.18%	54	11.20%	67	13.90%	3	0.62%
Vote By Mail		106	15.80%	77	11.48%	111	16.54%	4	0.60%
Total		184	15.96%	131	11.36%	178	15.44%	7	0.61%
0000117									
Polling		72	13.51%	78	14.63%	88	16.51%	3	0.56%
Vote By Mail		194	19.13%	121	11.93%	142	14.00%	8	0.79%
Total		266	17.19%	199	12.86%	230	14.87%	11	0.71%
0001029									
Polling		0	-	0	-	0	-	0	-
Vote By Mail		0	-	0	-	0	-	0	-
Total		0	-	0	-	0	-	0	-
Total									
Polling		150	14.78%	132	13.00%	155	15.27%	6	0.59%
Vote By Mail		300	17.80%	198	11.75%	253	15.01%	12	0.71%
Total		450	16.67%	330	12.22%	408	15.11%	18	0.67%

Statement of Votes Cast
 Statewide General Election
 SOVC For 615 0 City Of Mendota, All Counters, City of Mendota

Date:12/06/18
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C. CITY OF MENDOTA, 50% +1 TO PASS							
	Reg. Voters	Times Counted	Total Votes	YES		NO	
Jurisdiction Wide							
0000116							
Polling	1080	208	191	84	43.98%	107	56.02%
Vote By Mail	1080	282	261	106	40.61%	155	59.39%
Total	1080	490	452	190	42.04%	262	57.96%
0000117							
Polling	1570	248	221	92	41.63%	129	58.37%
Vote By Mail	1570	431	405	162	40.00%	243	60.00%
Total	1570	679	626	254	40.58%	372	59.42%
0001029							
Polling	0	0	0	0	-	0	-
Vote By Mail	0	0	0	0	-	0	-
Total	0	0	0	0	-	0	-
Total							
Polling	2650	456	412	176	42.72%	236	57.28%
Vote By Mail	2650	713	666	268	40.24%	398	59.76%
Total	2650	1169	1078	444	41.19%	634	58.81%

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

**IN THE MATTER OF CONFIRMING THE
RESULTS OF THE ELECTION RETURNS
FOR THE CONSOLIDATED GENERAL
ELECTION HELD ON NOVEMBER 6, 2018**

RESOLUTION NO. 18-80

WHEREAS, a Consolidated General Municipal Election was duly called and held in the City of Mendota, County of Fresno, on the 6th day of November, 2018, at which three members of the Full Term City Council were to be elected; and

WHEREAS, the following persons were nominated and appeared on the ballot for the Full Term City Council: Rolando Castro, Jose Gallardo, Corina Macias, Jesse Mendoza, Joseph R. Riofrio, and Robert Silva; and

WHEREAS, the votes cast in the precincts established for said election, including absentee and all qualified provisional ballots, and the total cast at said election for member of the Full Term City Council are as follows:

<u>NAME</u>	<u>VOTES</u>
<u>Rolando Castro</u>	605
<u>Jesse Mendoza</u>	509
<u>Robert Silva</u>	450
<u>Corina Macias</u>	408
<u>Joseph R. Riofrio</u>	380
<u>Jose Gallardo</u>	330
<u>Write-in Votes</u>	18
<u>Total Votes</u>	2700

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby confirms the votes cast for members of the Full Term City Council, and hereby determines that Rolando Castro, Jesse Mendoza and Robert Silva are elected members of the City Council, and shall serve a term of 4 years, to the year 2022.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue certificates of election to the above designated persons for the designated offices showing that such persons were elected for the four year terms.

Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a Regular Meeting of said Council, held at the Mendota City Hall on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

November 13, 2018

Meeting called to order by Mayor Castro at 6:01 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Councilors Jesse Mendoza, Oscar Rosales, and Robert Silva

Council Members Absent: Mayor Pro Tem Victor Martinez

Flag salute led by Assistant City Attorney Nicolas Cardella.

A moment of silence was held in honor of Tony Criado, Mary Singh, and Mrs. Silva.

FINALIZE THE AGENDA

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

City Manager Gonzalez requested that Business item #1 be postponed until Ms. Hall arrived.

A motion was made by Councilor Silva to adopt the agenda, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

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 October 23, 2018 and the special City Council meeting of October 29, 2018.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Silva to approve items 1 and 2, seconded by Councilor Rosales; unanimously approved (4 ayes; absent: Martinez).

CONSENT CALENDAR

1. OCTOBER 23, 2018 THROUGH NOVEMBER 08, 2018
WARRANT LIST CHECKS NO. 44591 THRU 44675
TOTAL FOR COUNCIL APPROVAL = \$360,373.53
2. Proposed adoption of **Resolution No. 18-76**, accepting a grant deed from Tower Investments for Lot 20 in Tract 4230 of Hacienda Gardens, more formally known as APN 013-391-15S.
3. Proposed adoption of **Resolution No. 18-77**, contracting with Provost & Pritchard Consulting Group for the preparation of an engineer's report for the formation of a Landscape & Lighting Maintenance District.
4. Proposed adoption of **Resolution No. 18-78**, approving the Memorandum of Understanding between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency.

A motion was made by Councilor Rosales to adopt items 1 through 4 of the Consent Calendar, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

BUSINESS

1. Council discussion and consideration of the Community Development Block Grant project options.

Postponed until Ms. Hall arrived.

2. Council discussion and consideration of **Resolution No. 18-79**, authorizing staff to publish a Request for Proposals for the Sale and Potential Development of Surplus City Property.

Mayor Castro introduced the item and City Manager Gonzalez deferred to Assistant City Attorney Cardella, who provided his report including information on the property; the different uses that would be allowed; the Request for Proposals that would be sent out; and that 50 acres out of the 114 acres of the property that would be offered.

Discussion was held on the other uses, aside from cannabis, which could be approved for the property in question; the possible use by the City of the remaining acreage; the future growth and plans for the land on that side of the City; and the amount of water available from the underground aquifers.

A motion was made by Councilor Rosales to adopt Resolution No. 18-79, seconded by Councilor Silva; unanimously approved (4 ayes, absent: Martinez).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement & Police Department
 - a) Monthly Report

Chief of Police Andreotti provided his report on the Code Enforcement department.

Discussion was held on the amount of hours the Code Enforcement officers work; the noise ordinance violations; residents coming to the Council Members to complain about Code Enforcement; the process by which warning and tickets for parking are given out; the interest of the Council in receiving training about Code Enforcement processes; the importance of sending residents to staff when they have questions; and performing outreach to educate the public on common violations.

Chief Andreotti provided his report on the Police Department, including a personnel update; equipment, including vehicles; and significant cases, including a recent spate of auto thefts.

Discussion was held on the amount of vendors in town.

2. Economic Development
 - a) Monthly Report

Flood reported on businesses interested in coming to Mendota, and on SB-946 which relates to new sidewalk vendor regulations imposed by the State.

BUSINESS CONTINUED

1. Council discussion and consideration of the Community Development Block Grant project options.

Mayor Castro introduced the item and Sonia Hall of Granted Solutions presented the Community Development Block Grant project options related to a Community Center, or any other options the Council wished to discuss.

Discussion was held on the need for facilities that social services can use; the size of the proposed facility; if the Council wishes to have a technical grant; the need to have a public hearing and provide notice of the hearing; and the possible location of such a Community Center.

Council consensus was reached to direct staff to move forward with the application process.

3. City Attorney
 - a) Update

Nothing to report.

4. City Manager

City Manager Gonzalez reported on some construction that will be on 7th Street and the Department of Motor Vehicles kiosk that was recently installed at City Hall.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Mendoza reported on the Community Clean-up event.

2. Mayor

Mayor Castro reminded the public about the upcoming Thanksgiving Luncheon sponsored by Mendota Youth Recreation.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:01 p.m. by Mayor Castro, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
 CASH DISBURSEMENTS
 11/13/2018 - 12/4/2018
 Check# 44677 - 44755

Date	Check #	Amount	Vendor	Department	Description
November 13, 2018	44677	VOID			
November 13, 2018	44678	\$96,152.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 10/29/2018 - 11/11/2018
November 13, 2018	44679	\$4,844.52	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR DECEMBER 2018
November 13, 2018	44680	\$1,333.11	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY SERVICES 11/6/2018 - 12/5/2018
November 13, 2018	44681	\$7,083.20	STATEC CONSULTING SERVICES	SEWER	2018 3RD QTR GROUNDWATER SAMPLING & REPORTING PROFESSIONAL SERVICES
November 13, 2018	44682	\$54,196.38	MID VALLEY DISPOSAL INC	REFUSE	SANITATION CONTRACT SERVICES FOR OCTOBER 2018
November 14, 2018	44683	\$31,819.65	HAYDON CONSTRUCTION INC	SEWER	PAYMENT#3 - LOZANO LIFT STATION MODIFICATIONS 9/26/18 - 10/25/18
November 16, 2018	44684	\$1,204.38	AFLAC	GENERAL	AFLAC INSURANCE FOR NOVEMBER 2018
November 16, 2018	44685	\$66,180.00	THE BANK OF NEW YORK MELLON	SEWER	MENDOTA JPFA WASTE WATER 2005 REVENUE BONDS
November 20, 2018	44686	\$600.00	ADMINISTRATIVE SOLUTIONS	GENERAL	(20) MONTHLY MEDICAL ADMINISTRATIVE FEES - NOVEMBER 2018
November 20, 2018	44687	\$20,314.34	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR DECEMBER 2018
November 20, 2018	44688	\$1,585.21	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR DECEMBER 2018
November 20, 2018	44689	\$991.99	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 11/8/2018
November 20, 2018	44690	\$1,118.51	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONE SERVICES 10/7/2018 - 11/6/2018
November 27, 2018	44691	\$94,600.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 11/12/2018 - 11/25/2018
November 28, 2018	44692	\$51.83	ACE TROPHY SHOP	WATER-SEWER	(4) NAME PLATES
November 28, 2018	44693	\$825.00	LORIE ANN ADAMS	HOME LOAN/CDBG	(1) PORTFOLIO MANAGEMENT - NOVEMBER 2018 UPDATE ACCOUNT, (2.5) RECONVEYANCE/ RESEARCH FOR 1591 11TH STREET & 290 VALENZUELA
November 28, 2018	44694	\$67.97	AGRI-VALLEY IRRIGATION, INC.	SEWER	(2) ADAPTER SCH (2) HOSE CLAMP (2) GASKET FULL FACE 6"
November 28, 2018	44695	\$29.75	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE (31 DAYS)
November 28, 2018	44696	\$1,296.88	ALERT-O-LITE	STREETS	(1318) SANDBAG WHITE PLASTIC (623) SANDBAG BURLAP 14"X26"
November 28, 2018	44697	\$98.70	ALEX AUTO DIAGNOSTICS	GENERAL	VEH#91 - SYNTHETIC OIL CHANGE & OIL FILTER & VEH#93 - OIL & FILTER CHANGE SYNTHETIC (PD)
November 28, 2018	44698	\$3,970.83	ALLIED ELECTRIC	WATER	(1) MAMGT 1043A MARATHON 75HP 1800 365T - PRISON PUMP
November 28, 2018	44699	\$400.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PRE-EMPLOYMENT PSYCHOLOGICAL SCREEN (PD)
November 28, 2018	44700	\$3,210.10	CEN-CAL MACHINERY CO INC	STREETS	BOOM TRUCK REPAIRS - BOOM DROP ADJUST & LUBE PLATE FORM THROTTLE CABLES
November 28, 2018	44701	\$212.00	CENTRAL VALLEY TOXICOLOGY INC	GENERAL	(2) ETHYL ALCOHOL ANALYSIS, (1) ETHYL ALCOHOL ABUSE SCREEN, THC SCREEN, DRUG CONFIRMATION LEVEL (PD)
November 28, 2018	44702	\$645.52	CORBIN WILLITS SYS INC	GENERAL-WATER-SEWER	ENHANCEMENT SERVICES FOR MOM SYSTEM DECEMBER 2018

CITY OF MENDOTA
CASH DISBURSEMENTS
11/13/2018 - 12/4/2018
Check# 44677 - 44755

November 28, 2018	44703	\$250.00	DEPARTMENT OF JUSTICE	GENERAL	(4) FINGER PRINT APP (1) FINGER PRINT FBI (3) BLOOD ALCOHOL ANALYSIS (PD)
November 28, 2018	44704	\$2,714.97	ECS HOUSE INDUSTRIES INC	SEWER	(3) ASSY STUBSHAFT, 2-7/16" PAINTED, (2) BEARING WWTP
November 28, 2018	44705	\$226.75	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	(2) BUSINESS CARD 250CT (PD) AND (2) BUSINESS CARDS - CITYHALL
November 28, 2018	44706	\$515.70	EXCEL SIGN CO	GENERAL	VEH #M87 2018 FORD INTERCEPTOR GRAPHICS, CAST WRAP (PD)
November 28, 2018	44707	\$99.00	FRESNO CITY COLLEGE	GENERAL	(1) RANGE MASTER FIREARMS COURSE (PD) 12/3/2018 - 12/7/2018
November 28, 2018	44708	\$115.00	FRESNO POLICE DEPARTMENT REGIONAL TRAINING CENTER	GENERAL	(1) RANGE MASTER FIREARMS COURSE (PD) 12/3/2018 - 12/7/2018
November 28, 2018	44709	\$275.89	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR OCTOBER 2018, (5) PRISONER PROCESSING SERVICES 7/1/18 - 9/30/18 (PD)
November 28, 2018	44710	\$3,603.60	GIERSCH & ASSOCIATES INC	SEWER	LOZANO LIFT STATION PROFESSIONAL SERVICES 9/18/2018 - 10/10/2018
November 28, 2018	44711	\$180.00	GLASS CENTERS	GENERAL-WATER-SEWER	(1) ADJUSTMENT LEFT DOOR ROD & ADJ DOOR ARM - CITY HALL
November 28, 2018	44712	\$1,916.37	HARDWARE DISTRIBUTION	STREETS	(5) 6' YELLOW PLASTIC SPEED BUMP (12) SPEED BUMP SIGN
November 28, 2018	44713	\$19.27	ID CARDS INC	GENERAL	(1) CUSTOM PVC CARD (PD)
November 28, 2018	44714	\$520.00	KERWEST NEWSPAPER	GENERAL	PASSTHRU- LA COLONIA ORDINANCE 18-06, (6) REQUEST FOR PROPOSALS FOR LEASE OF CITY PROPERTY, (8) COMMUNITY SERVICE OFFICER AD
November 28, 2018	44715	\$1,200.00	LAW & ASSOCIATES INVESTIGATIONS	GENERAL	(2) LAW ENFORCEMENT BACKGROUND INVESTIGATIONS (PD)
November 28, 2018	44716	\$50.00	LOS BANOS VETERINARY CLINIC	GENERAL	(1) ANIMAL CONTROL EUTHANASIA
November 28, 2018	44717	\$650.00	MAACO COLLISION REPAIR & AUTO PAINTING	GENERAL	VEH# M87 - REFINISH PAINT WHITE & LABOR
November 28, 2018	44718	\$14,228.75	MENDOTA DESIGNATED LOCAL AUTHORITY	GENERAL	REPAYMENT OF RDA LOAN PRINCIPAL&INTEREST DUE ON LOAN
November 28, 2018	44719	\$52.98	METRO UNIFORM	GENERAL	(1) REMOVE PATCH, NAME TAPE, FLEXFIT WOOL CAP (PD)
November 28, 2018	44720	\$2,773.00	MID VALLEY DISPOSAL INC	REFUSE-STREETS	(9) ROLL OFF BIN EXCHANGE 10 YARD & 40 YARD
November 28, 2018	44721	\$758.25	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	(1) 5 STAGE DIAPHRAM PUMP FOR STREET SWEEPER
November 28, 2018	44722	\$935.85	NORTHSTAR CHEMICAL	WATER	(450 GAL) SODIUM HYPOCHLORITE - 12.5% MILL A
November 28, 2018	44723	\$394.12	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES FOR ALL DEPARTMENTS
November 28, 2018	44724	\$47,228.11	PG&E	GENERAL-WATER-SEWER-STREETS-AVIATION	WATER DEPARTMENT UTILITIES 10/16/18 - 11/14/18 & CITYWIDE UTILITIES FOR 10/17/18 - 11/15/18
November 28, 2018	44725	\$3,270.00	PRICE, PAIGE, & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	PROFESSIONAL SERVICES FOR CITY'S FINANCIAL STATEMENTS FOR THE YEAR END JUNE 30, 2018
November 28, 2018	44726	VOID			
November 28, 2018	44727	\$16,964.00	R&B COMPANY	WATER	(6) FIRE HYDRANTS, (3) BADGER METERS, & (3) FL12TBOX (MH) FIBRELYTE W/MOUSE

CITY OF MENDOTA
CASH DISBURSEMENTS
11/13/2018 - 12/4/2018
Check# 44677 - 44755

November 28, 2018	44728	\$220.00	RAMON'S TIRE & AUTO SERVICE	GENERAL-STREETS	STREET SWEEPER (2) TRUCK TIRE REPAIR, VEH#87 - (4) RUBBER REPLACEMENT STEM TIRE INSURANCE, (3) TIRE REPAIR INSIDE PATCH (PD)
November 28, 2018	44729	\$950.00	RED WING BUSINESS ADVANTAGE	WATER-SEWER	(6) BOOT REPLACEMENT PER MOU
November 28, 2018	44730	\$107,591.72	RESOURCE WEST INC	SEWER	(3) EVAPORATORS - LANDSHARK 2.0 & PUMP PACKAGE, (300) CABLES TECH, TECH HOURS AND DELIVERY
November 28, 2018	44731	\$326.72	UNION PACIFIC RAIROAD COMPANY	STREETS	PUBLIC ENCROACHMENT FOR DECEMBER 2018 - 10TH STREET, MARIE STREET, AND BELMONT
November 28, 2018	44732	\$242.90	5.11 TACTICAL FRESNO	GENERAL	REIMBURSEABLE - (4) PANTS FOR EXPLORERS PROGRAM
December 4, 2018	44733	\$2,560.00	ADMINISTRATIVE SOLUTIONS	GENERAL	(4) HRA ADMINISTRATION FOR NOVEMBER 2018 (PD)
December 4, 2018	44734	\$339.29	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES - COMMUNITY CENTER 12/3/18 - 1/2/19, & SECURITY SERVICES - CITY HALL, EDD, DMV 12/13/18 - 1/12/2019
December 4, 2018	44735	\$1,093.89	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE COPIER CONTRACT NOVEMBER 2018 - CITY HALL & PD
December 4, 2018	44736	\$1,200.04	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 10/25/2018 - 11/24/2018, POLICE DISPATCH PHONE SERVICES 10/27/2018 - 11/26/2018
December 4, 2018	44737	\$400.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PRE-EMPLOYMENT PSYCHOLOGICAL SCREEN (PD)
December 4, 2018	44738	\$1,304.10	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION, MONTHLY WASTEWATER WW MONTHLY (WEEK 2-5), MONTHLY WASTEWATER WW
December 4, 2018	44739	\$200.00	DATA TICKET INC	GENERAL	DAILY CITATION PROCESSING DAILY NOTICES OCTOBER 2018
December 4, 2018	44740	\$270.26	DATAMATIC INC	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE FEE JANUARY 2019
December 4, 2018	44741	\$434.00	FRESNO MOBILE RADIO INC	GENERAL	(31) RADIO SERVICES FOR PD NOVEMBER 2018
December 4, 2018	44742	\$7,939.85	GIERSCH & ASSOCIATES INC	SEWER	SERVICE LOZANO LIFT STATION 10/1/2018 - 11/16/2018
December 4, 2018	44743	\$3,000.00	GRANTED SOLUTIONS	GENERAL-WATER-SEWER	NOVEMBER GRANT WRITING SERVICES
December 4, 2018	44744	\$248.57	MENDOTA SMOG & REPAIR	GENERAL-WATER-SEWER	UNIT#83 - (1) REAR BRAKE BUNDLE (PD), 2018 JEEP OIL CHANGE
December 4, 2018	44745	\$554.00	SAN JOAQUIN VALLEY AIR	WATER	2019 - 2020 CUMMINS DIESEL - FIRED EMERGENCY ENGINE GENERATOR
December 4, 2018	44746	\$1,219.10	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR OCTOBER 2018
December 4, 2018	44747	\$40,717.83	SOUTH COUNTY CDJR	WATER-SEWER	PASSTHRU - 2018 RAM 1500 LARAMIE CREW VIN#1C6RR7NM3J5338588
December 4, 2018	44748	\$2,286.00	STATE WATER RESOURCE CONTROL BOARD	WATER	ANNUAL PERMIT FEE - MENDOTA CITY CS 7/1/18 - 6/30/19
December 4, 2018	44749	\$98.58	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD EXPENSES 11/3/2018 - 11/12/18
December 4, 2018	44750	\$636.00	TECHNICON ENGINEERING	SEWER	LOZANO LIFT STATION - TRENCH COMPOSITION, PROJECT MANANGER, ADMINISTRATIVE FEE
December 4, 2018	44751	\$150.00	ROSA MARIA CEDENO	WATER	MQ CUSTOMER REFUND FOR CED0004
December 4, 2018	44752	\$44.31	GUADALUPE J. MEJIA	WATER	MQ CUSTOMER REFUND FOR MEJ0011

CITY OF MENDOTA
CASH DISBURSEMENTS
11/13/2018 - 12/4/2018
Check# 44677 - 44755

December 4, 2018	44753	\$32.90	ALBA LUZ QUEZADA AGUIRRE	WATER	MQ CUSTOMER REFUND FOR QUE0016
December 4, 2018	44754	\$49.42	ULISES RIVERA	WATER	MQ CUSTOMER REFUND FOR RIV0053
December 4, 2018	44755	\$60.91	LETICIA VALLEJO	WATER	MQ CUSTOMER REFUND FOR VAL0098
		\$665,943.87			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: COORDINATION AGREEMENT AND COST SHARING AGREEMENT BETWEEN THE CITY OF MENDOTA GROUNDWATER SUSTAINABILITY AGENCY AND THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GROUNDWATER SUSTAINABILITY AGENCY
DATE: DECEMBER 11, 2018

ISSUE

Shall the City Council approve the Delta-Mendota Subbasin Coordination Agreement and the Cost Sharing Agreement between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency and authorize the City Manager to execute same?

BACKGROUND

The Sustainable Groundwater Management Act (SGMA) was signed into law in September 2014. SGMA requires that each California groundwater basin, or subbasin, be managed by a Groundwater Sustainability Agency (GSA), and that such management include an approved Groundwater Sustainability Plan (GSP). Per SGMA, a GSP needs to be submitted to the California Department of Water Resources for the Delta-Mendota subbasin by January 31, 2020.

Moreover, the City and the San Joaquin River Exchange Contractors, the predecessor of the Exchange Contractors GSA, have jointly and cooperatively studied and successfully managed groundwater in the vicinity of the City for many years.

DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT SUMMARY

The Delta-Mendota Subbasin has 24 GSA's preparing 6 GSP's. As a result of having multiple GSP's in the subbasin, Water code Section 10727.6 requires a Coordination Agreement. The intent of the Coordination Agreement is to ensure that all of the plans utilize the same data and methodologies for the following plan assumptions: groundwater elevation data, groundwater extraction data, surface water supply, total water use, change in groundwater storage, water budget and sustainable yield.

The Coordination Agreement establishes the Exchange Contractors as the representative for all of the GSA's partnering in the Exchange Contractors GSP. The Coordination Committee will coordinate use of the same data and methodologies consistent with the water code and Coordination Agreement.

The Coordination Agreement also establishes a Plan Manager with the sole task of submitting all of the GSP's to DWR and act as the point of contact for the subbasin. Andrew Garcia with the SLDMWA is slated to be the Plan Manager

DELTA-MENDOTA SUBBASIN COST SHARING AGREEMENT

The Cost Sharing Agreement defines the costs that are going to be shared across the subbasin. The Coordination Agreement establishes that coordinated plan expenses will be split equally amongst the 6 GSP's. Coordinated plan expenses will be kept to what is minimum and sufficient to comply with the SGMA regulations. The SLDMWA has contracted with Woodard & Curran and Provost & Pritchard to facilitate coordination of the GSP's in the subbasin. Each GSP Group representative (the Exchange Contractors for our GSP) will have an Activity Agreement with the SLDMWA to reimburse coordinated expenses. The SJREC GSA is responsible for reimbursement to the SLDMWA and will seek repayment from our GSP group as defined in each MOU with those GSA's. As a result, the SJREC GSA is the representative on the Coordination Committee. All shared costs are subject to unanimous approval of the Coordination Committee.

ANALYSIS

The purpose of the proposed agreements (Coordination and Cost Sharing) is to coordinate SGMA implementation and enforcement between the City and Exchange Contractors GSA. Particularly, the agreements will memorialize the ability to allow both the City and Exchange Contractors Management to achieve groundwater management in the portions of the Delta-Mendota subbasin that are within the exterior boundaries of both agencies. In addition, this will allow for the coordination between the City and Exchange Contractors GSA, in accordance with SGMA requirements, for the preparation of a Groundwater Sustainability Plan (GSP).

The proposed agreements call for the preparation of the GSP by Exchange Contractors GSA that is also applicable to the City. Exchange Contractors GSA will develop the GSP for the lands located within the City's GSA boundary and the perimeter boundaries of the Exchange Contractors GSA boundary. This portion of land will be formally known as the "City's GSP Chapter". At a future meeting, the City Council will be asked to consider the formal adoption and implementation of the City's GSP Chapter.

FISCAL IMPACT

Exchange Contractors GSA will be reimbursed for costs incurred for the development of the City's GSP Chapter with Prop 1 Grant Funds. However, shall the exhaustion of the grant funds occur, Exchange Contractors GSA will invoice the City for any remaining costs.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution the attached resolution, approving the Delta Mendota Subbasin Coordination and Cost Sharing Agreement between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency, and authorizing the City Manager to execute same.

**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 COORDINATION AGREEMENT AND
COST SHARING AGREEMENT BETWEEN
THE CITY OF MENDOTA GROUNDWATER
SUSTAINABILITY AGENCY AND THE SAN
JOAQUIN RIVER EXCHANGE CONTRACTORS
GROUNDWATER SUSTAINABILITY AGENCY,
AND AUTHORIZING EXECUTION OF SAME**

RESOLUTION NO. 18-81

WHEREAS, the Sustainable Groundwater Management Act of 2014 (SGMA) was signed into law on September 16, 2014; and

WHEREAS, SGMA requires that each California groundwater basin, or subbasin, be managed by a Groundwater Sustainability Agency (GSA); and

WHEREAS, such management requires the inclusion of an approved Groundwater Sustainability Plan (GSP), and such GSP's of the Delta-Mendota Subbasin need to be submitted to the California Department of Water Resources by January 31, 2020; and

WHEREAS, the Exchange Contractors GSA is the exclusive GSA empowered to implement and enforce SGMA within the Exchange Contractors GSA boundary, and the City of Mendota (City) is the exclusive GSA empowered to implement and enforce SGMA within the City's boundary; and

WHEREAS, the City and the San Joaquin River Exchange Contractors, the predecessor of the Exchange Contractors GSA, have jointly and cooperatively studied and successfully managed groundwater in the vicinity of the City for many years; and

WHEREAS, the purpose of the Coordination Agreement and Cost Sharing Agreements is to coordinate SGMA implementation and enforcement between the City and Exchange Contractors GSA; and

WHEREAS, the agreements require the preparation of a Groundwater Sustainability Plan by Exchange Contractors GSA which is also applicable to the City's GSA boundary.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mendota that the Coordination Agreement, attached hereto as Exhibit “A”, and the Cost Sharing Agreement, attached hereto as Exhibit “B”, between the City of Mendota Groundwater Sustainability Agency and the San Joaquin River Exchange Contractors Groundwater Sustainability Agency are hereby approved, and the City Manager is hereby authorized and directed to execute same.

Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Exhibit A

DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT

THIS DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT is made effective as of _____, 2018 by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin (each a **“Party”** and collectively the **“Parties”**) and is made with reference to the following facts:

WHEREAS, On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (**“SGMA”**);

WHEREAS, SGMA requires all groundwater subbasins designated as high or medium priority by the California Department of Water Resources (**“DWR”**) to manage groundwater in a sustainable manner;

WHEREAS, the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (**“Subbasin”**), has been designated as a high-priority basin by DWR;

WHEREAS, the Delta-Mendota Subbasin includes multiple groundwater sustainability agencies that intend to manage the Subbasin through the development and implementation of multiple different groundwater sustainability plans (**“GSP”**);

WHEREAS, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires groundwater sustainability agencies in all basins that are managed by more than one groundwater sustainability plan to enter into a coordination agreement to coordinate the multiple groundwater sustainability plans to sustainably manage the Subbasin pursuant to SGMA;

WHEREAS, pursuant to the requirements of SGMA, and the California Code of Regulations, and in recognition of the need to sustainably manage the groundwater within the Delta-Mendota Subbasin, the Parties desire to enter into this Agreement between their individual groundwater sustainability agencies;

WHEREAS, in order to efficiently coordinate among the large number of groundwater sustainability agencies (**“GSA”**) in the Subbasin, the Parties intend to organize themselves into **“GSP Groups”** and to be represented by the **“GSP Group Representatives,”** on terms

to be developed and implemented by separate Agreements between each GSP Group and the Parties within such GSP Group; and

WHEREAS, this Coordination Agreement is being executed before the respective GSPs have been prepared, and the Parties anticipate attaching and incorporating technical reports covering such additional required information before submittal of this Agreement to DWR with the Parties' respective GSPs without separate amendment being required.

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1 – PURPOSE

1.1 Compliance with SGMA

In subbasins with multiple GSPs, SGMA requires the GSPs to be coordinated through a coordination agreement. The purpose of this Coordination Agreement including the anticipated attachment and incorporation of technical reports to be developed after the initial execution of this Agreement, is to comply with that SGMA requirement and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same methodologies and assumptions, that the elements of the GSPs are appropriately coordinated to support sustainable management, and to ultimately set forth the information necessary to show how the multiple GSPs in the Subbasin will achieve the sustainability goal, as determined for the Subbasin in compliance with SGMA and its associated regulations.

1.2 Description of Criteria & Function

An additional purpose of this Coordination Agreement is to describe the criteria for establishing the responsibilities of each Party for meeting the terms of this Coordination Agreement, the procedure for the exchange of information between the Parties, and procedures for resolving conflicts between the Parties. The goal of the coordination is to ensure that the Subbasin GSPs utilize the same data and methodologies, including but not limited to, groundwater elevation data, groundwater extraction data, surface water supply, total water use, changes in groundwater storage, water budgets, and sustainable yield during their development as required by SGMA and associated regulations. Additionally, this Coordination Agreement sets out the process for identifying a Plan Manager.

SECTION 2 – DEFINITIONS

2.1 “Coordinated Plan Expenses” shall mean any expenses incurred by the Secretary and the Plan Manager for purposes of developing and implementing the Coordination Agreement.

2.2 “Coordination Agreement” shall mean this Coordination Agreement.

2.3 “Coordination Committee” shall mean the committee of GSP Group Representatives established pursuant to this Coordination Agreement.

2.4 “Group Contact” shall mean one Party designated on Exhibit “A” attached hereto and by reference incorporated herein as responsible to supply notices and to circulate information and invoices for its respective Exhibit “A” GSP Group, as said Exhibit may be updated from time to time.

2.5 “GSA” shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “GSAs” shall mean more than one such groundwater sustainability agency. Each Party is a GSA.

2.6 “GSP” shall mean a groundwater sustainability plan as defined by SGMA and its regulations, and “GSPs” shall mean more than one such plan.

2.7 “GSP Group” shall mean a grouping of Parties, stakeholders, and interested parties developing an individual GSP within the Subbasin, as shown in Exhibit “A,” who are combined for purposes of representation and voting on the Coordination Committee and for purposes of sharing Coordinated Plan Expenses as set forth in this Coordination Agreement.

2.8 “GSP Group Alternate Representative,” “Alternate Representative,” or “Alternate” and their plural forms shall mean an alternate member of the Coordination Committee selected to represent the GSP Groups in accordance with Exhibit “A” and Section 5.1.2-5.1.4 of this Coordination Agreement who shall serve in the absence of the respective GSP Group Representative and shall be entitled to cast the vote for the absent GSP Representative.

2.9 “GSP Group Representative” or “Representative” and their plural forms as appropriate shall mean a member or members of the Coordination Committee selected to represent the GSP Groups in accordance with Exhibit “A” and Section 5.1.2 – 5.1.4 this Coordination Agreement.

2.10 “Participation Percentages” shall mean that percentage of Coordinated Plan Expenses allocated to each GSP Group as described on Exhibit “A” to this Coordination Agreement, which is attached and incorporated by reference herein, as updated from time to time.

2.11 “**Party**” or “**Parties**” shall mean a Groundwater Sustainability Agency or in the plural, two or more Groundwater Sustainability Agencies within the Delta-Mendota Subbasin.

2.12 “**Plan Manager**” shall mean an entity or individual, appointed at the pleasure of the Coordination Committee, or as provided in section 4.1.2 of this Coordination Agreement, to perform the role of the Plan Manager to serve as the point of contact to DWR as set forth in Section 5.2.3 of this Coordination Agreement.

2.13 “**Seasonal High**” shall mean the highest annual static groundwater elevation associated with stable aquifer conditions following a period of lowest annual groundwater demand.

2.14 “**Seasonal Low**” shall mean the lowest annual static groundwater elevation associated with a period of stable aquifer conditions following a period of highest annual groundwater demand.

2.15 “**San Luis & Delta-Mendota Water Authority**” or “**SLDMWA**” shall mean the San Luis & Delta-Mendota Water Authority, a California joint powers agency.

2.16 “**SGMA**” shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to Groundwater Sustainability Plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

2.17 “**SGMA Definitions**” shall mean those SGMA-specific definitions provided by statute or regulation and attached in the Appendix to this Coordination Agreement; in the event of any inconsistency between a term defined in this Section and a SGMA-specific definition, the definition contained in this Coordination Agreement shall prevail.

2.18 “**Subbasin**” shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

2.19 “**Technical Memoranda**” shall mean the memoranda prepared by the Coordination Committee that include the data and methodologies for assumptions described in Water Code section 10727.6 to prepare coordinated plans. Individually, the memoranda shall be referred to as a “**Technical Memorandum.**”

2.20 “**Water Year**” shall mean the period from October 1 through the following September 30 as defined by SGMA.

2.21 “**Water Year Type**” shall mean the classification provided by DWR to assess the amount of annual precipitation in a basin and as defined by SGMA.

SECTION 3 – GENERAL GUIDELINES

3.1 Responsibilities of the Parties

3.1.1 Obligation to Coordinate

The Parties to this Coordination Agreement agree to work collaboratively to meet the objectives of SGMA and this Coordination Agreement. Each Party to this Coordination Agreement is a GSA and acknowledges that it is bound by the terms of this Coordination Agreement as an individual Party.

3.1.2 Obligations Outside of Coordination Agreement Regarding GSP Groups

a) **Representation and Voting.** Each Party understands its participation, as more fully set forth in Section 5 of this Coordination Agreement, is based on representation through and by its GSP Group Representative(s). It is the responsibility and obligation of each Party under this Coordination Agreement to develop its own arrangements for how its respective GSP Group Representative and Alternate Representative are selected and how required actions of GSAs within the GSP Group under its respective GSP are identified and implemented.

b) The Coordination Committee and its members shall have no requirement to recognize a voting status or other decisional authority of any Party to this Coordination Agreement other than through the designated GSP Group Representative(s). For purposes of this Coordination Agreement, it is assumed that GSP Group Representatives have been authorized by the Parties in their GSP Groups to participate as described herein.

c) By signing this Coordination Agreement, each Party commits to provide documentation to the Secretary and the Coordination Committee of the authorization of its GSP Group Representative(s). Provided, that the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.

d) It is the responsibility and obligation of each Party under this Coordination Agreement that is included on Exhibit “A” as part of a multi-party GSP Group to provide documentation to the Secretary and to the Coordination Committee establishing that such GSP Group has a binding agreement or mechanism assuring that the GSP Group will pay its Participation Percentage set forth on Exhibit “A,” as said Exhibit “A” may be modified from time to time. Provided, that the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.

3.1.3 Non-Entity Status

The Parties acknowledge and agree that this Coordination Agreement does not create a legal entity with power to sue or be sued, to enter into contract, or to enjoy the benefits or accept the obligations of a legal entity.

3.1.4 Implementation of Individual GSPs

This Coordination Agreement does not otherwise affect each Party's responsibility to implement the terms of its respective GSP in accordance with SGMA. Rather, this Coordination Agreement is the mechanism through which the Parties will coordinate their respective GSPs to the extent necessary to ensure that such GSP coordination complies with SGMA.

3.2 Adjudicated or Alternate Plans in the Subbasin

As of the date of this Coordination Agreement, there are no portions of the Subbasin that have been adjudicated or approved to submit an alternative plan as defined by SGMA.

SECTION 4 – ROLE OF SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

4.1 Agreement to Serve

By executing this Agreement, and not as a Party, the San Luis & Delta-Mendota Water Authority agrees to carry out the functions described in this Section 4 and its subparts consistent with the terms of this Section and under the direction and supervision of the Coordination Committee, subject to the reimbursement and the termination provisions contained in this Section.

4.1.1 Secretary

The SLDMWA agrees to perform the obligations of the Secretary described in this Coordination Agreement, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

4.1.2 Plan Manager

The SLDMWA agrees to perform the obligations of the Plan Manager described in this Coordination Agreement, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

4.2 Reimbursement of SLDMWA

The commitment of the SLDMWA to perform the designated functions under this Section is contingent upon the execution and performance of a separate cost sharing agreement between the SLDMWA and the Parties.

4.3 Termination of SLDMWA's Services

Either the Parties acting through the Coordination Committee or the SLDMWA at any time may terminate the services being provided by the SLDMWA under this Coordination Agreement upon thirty (30) days' written notice, if from the SLDMWA, to the Coordination Committee and each GSP Group Representative; and if from the Coordination Committee, to the SLDMWA and each GSP Group Representative.

SECTION 5 – RESPONSIBILITIES FOR KEY FUNCTIONS

5.1 Coordination Committee

5.1.1 The Parties agree to establish a Coordination Committee to provide the forum for the Parties to accomplish the coordination obligation of SGMA pursuant to this Coordination Agreement.

5.1.2 The Coordination Committee will consist of the GSP Group Representatives identified on Exhibit "A" attached hereto and incorporated herein by this reference, as said Exhibit "A" may be modified from time to time pursuant to Section 13 of this Agreement. Each GSP Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSP Group Representative.

5.1.3 Individuals serving as GSP Group Representatives and Alternate Representatives shall be selected by each respective GSP Group in the discretion of the respective GSP Group, and such appointments shall be effective upon providing written notice to the Secretary and to each Group Contact listed on Exhibit "A".

5.1.4 The Coordination Committee will recognize each GSP Group Representative and GSP Group Alternate Representative until such time as the Group Contact provides written notice of removal and replacement to the Secretary and to every other Group Contact designated on Exhibit "A." Each GSP Group or GSP Subgroup shall promptly fill any vacancy created by the removal of such Representative or Alternate Representative so that each GSP

Group shall have the number of validly designated Representatives and Alternate Representatives specified on Exhibit “A”.

5.1.5. Minutes of the Coordination Committee will be prepared and maintained as set forth in Section 5.5.4.

5.2 Coordination Committee Officers

The Officers of the Coordination Committee will include a Chairperson, Vice Chairperson, Secretary, and Plan Manager. Except where the Parties have named such Officers pursuant to Section 4 of this Coordination Agreement, Officers shall be selected at the initial meeting of the Committee or as soon thereafter as reasonably can be accomplished.

5.2.1 Chairperson and Vice Chairperson

a) A GSP Group Representative shall serve as Chairperson. The Vice Chairperson, who shall also be a GSP Group Representative, shall serve in the absence of the Chairperson. In the absence of both the Chairperson and Vice Chairperson, a meeting may be led by an Acting Chairperson selected on an ad hoc basis.

b) The positions of Chairperson and Vice Chairperson shall rotate among the GSP Groups on an annual basis according to alphabetical order, with the first rotation beginning on the date the first Chairperson is selected. The schedule for rotation among the GSP Groups will be set at the first meeting after the Chairperson is appointed and reviewed and adjusted annually. A GSP Group Representative may waive designation as Chairperson. In such a case the Chairperson office would rotate to the next designated entity.

5.2.2 Secretary

The Coordination Committee shall select a Secretary to carry out the functions described in this subsection, to serve at the pleasure of the Coordination Committee. The Secretary shall be a public agency who may be, but need not be a Party to this Coordination Agreement. The San Luis & Delta-Mendota Water Authority is hereby designated as the initial Secretary, to serve at the pleasure of the Coordination Committee.

a) The Secretary shall select an appointee to implement the Secretary’s responsibilities under this Coordination Agreement, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on

behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

b) The Secretary shall assume primary responsibility for Brown Act compliance, including without limitation, the responsibility to: prepare an agenda and notice, publicly post, and distribute agendas to all GSP Group or Subgroup Representatives, the Parties, and any other interested persons who requests, in writing, such notices. The Agenda shall be of adequate detail to inform the public and the parties of the meeting and the matters to be transacted or discussed, and shall be posted in a public location and distributed to each of the parties to this Coordination Agreement at least seventy-two (72) hours prior to every regular meeting and at least twenty-four (24) hours prior to every special meeting.

5.2.3 Plan Manager

If the SLDMWA ceases to serve as Plan Manager as agreed under Section 4.1.2 of this coordination Agreement, then the Coordination Committee shall name a successor Plan Manager, who may be a consultant hired by the Secretary pursuant to the Coordination Agreement, the representative of an entity that has been selected as Secretary, or a public agency serving as or participating in a GSA that is a Party to this Coordination Agreement, and who shall serve as the point of contact for DWR as specified by SGMA. The San Luis & Delta-Mendota Water Authority is hereby designated as the initial Plan Manager, to serve at the pleasure of the Coordination Committee.

a) The Plan Manager shall carry out the duties of a "plan manager" as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations.

b) The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.

5.3 Coordination Committee Authorized Actions and Limitations

5.3.1 Authorized Actions

The Coordination Committee is authorized to act upon the following enumerated items:

a) The Coordination Committee shall review, and consistent with the requirements of SGMA, approve the Technical Memoranda described in Sections 8-12 of this Coordination Agreement.

b) Once GSP Plans have been submitted to and approved by DWR, the Coordination Committee shall be responsible for ongoing review and updating of the Technical Memoranda as needed; assuring submittal of annual reports; providing five-year assessments and recommending any needed revisions to the Coordination Agreement; and providing review and assistance with coordinated projects and programs.

c) The Coordination Committee shall review and approve work plans, and in accordance with the budgetary requirements of the respective Parties, approve annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate.

d) Pursuant to Section 13, the Coordination Committee is authorized to approve changes to Exhibit “A” to this Coordination Agreement and to recommend amendments to terms of this Coordination Agreement.

e) The Coordination Committee shall assign work to subcommittees and workgroups as needed, provide guidance and feedback and ensure that subcommittees and workgroups prepare work products in a timely manner.

f) The Coordination Committee shall direct the Plan Manager in the performance of its duties under SGMA.

g) The Coordination Committee shall provide direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.

5.3.2 Limitations

When the terms of this Coordination Agreement or applicable law require the approval of a Party, that approval shall be required and evidenced as indicated in Section 6 of this Agreement.

5.4 Subcommittees and Workgroups

The Coordination Committee may appoint subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the Coordination

Agreement on the topics being addressed by the subcommittee, whether or not such individuals are GSP Group Representatives or Alternate Representatives.

5.4.1 Work of Subcommittees and Workgroups

Tasks assigned to subcommittees, workgroups, or staff made available by the Parties may include developing technical data, supporting information, and/or recommendations on matters including, but not limited to:

a) Developing a process to update the Coordination Committee on the activities of the respective Parties, including the development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin;

b) Subject to the oversight of the Coordination Committee, scheduling meetings of the subcommittee or workgroup as necessary to coordinate development and implementation of the Technical Memoranda and Coordination Agreement. Attendance at these meetings may be augmented to include staff or consultants of all Parties to ensure that the appropriate expertise is available;

c) Determining common methodologies for GSP development;

d) Developing a Subbasin-wide monitoring network;

e) Preparing a coordinated water budget;

f) Developing a coordinated data management system;

g) Providing an explanation of how the respective GSPs implemented together satisfy the requirements of SGMA and are in substantial compliance with SGMA; and

h) Such other tasks as may be referred by the Coordination Committee from time to time.

5.4.2 Subcommittee Voting

One GSP Group Representative or Alternate Representative shall vote on behalf of the GSP Group at the subcommittee level; if no GSP Group Representative or Alternate Representative is present, one individual working on a subcommittee on behalf of the Parties in a GSP Group shall vote on behalf of the GSP Group. Subcommittees shall report voting results and provide

information to the Coordination Committee but shall not be entitled to make determinations or determinations that are binding on the Parties.

5.5 Coordination Committee Meetings

5.5.1 Timing and Notice

The Chairperson of the Coordination Committee, any two GSP Group Representatives, or the Secretary may call meetings of the Coordination Committee as needed to carry out the activities described in this Coordination Agreement. The Coordination Committee may, but is not required to, set a date for regular meetings for the purposes described in this Coordination Agreement. All Coordination Committee Meetings shall be held in compliance with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).

5.5.2 Quorum

A majority of the GSP Group Representative(s) from every GSP Group listed on Exhibit “A” shall constitute a quorum of the Coordination Committee for purposes of holding a Coordination Committee meeting; provided, that the GSP Group Representative(s) from every GSP Group listed on Exhibit “A” must be present at a meeting for any Coordination Committee vote on a matter described in section 5.3.1 a) through 5.3 d) and 5.3.1 f) to take place. The GSP Group Alternate Representative(s) of each GSP Group shall be counted towards a quorum and as the voting representative(s) in the absence of the GSP Group Representative for which the GSP Group Alternate has been appointed. If less than a quorum is present, the GSP Group Representatives and Alternate Representatives may hear reports and discuss items on the agenda, but no action may be taken.

5.5.3 Open Attendance

Members of the public, stakeholders, and representatives of the Parties who are not appointed as GSP Group Representatives may attend all meetings and shall be provided with an opportunity to comment on matters on the meeting agenda, but shall have no vote.

5.5.4 Minutes

The Secretary’s appointee shall keep and prepare minutes of all Coordination Committee meetings. Notes of subcommittee and workgroup meetings shall be kept by the Secretary’s appointee or an assistant to the appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Secretary as Coordination Agreement records and shall be available to the Parties and the public upon request.

5.6 Voting by Coordination Committee

5.6.1. Each GSP Group Representative shall be entitled to one vote at the Coordination Committee. It shall be up to the Parties in each GSP Group to determine how the GSP Group vote(s) will be cast.

5.6.2 Except as set forth in Section 5.6.3, the unanimous vote of the GSP Representatives from all GSP Groups is required on all items upon which the Coordination Committee is authorized to act as identified in Section 5.3.1 a) through 5.3.1 d) and 5.3.1 f); the vote of a majority of a quorum shall be required for all other matters on which the Coordination Committee is authorized to act.

5.6.3 Voting Procedures to Address Lack of Unanimity

When it appears likely that the Coordination Committee will not be able to come to unanimous decision on any matter upon for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to the following additional procedures.

a) **Straw Polls**

Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.

b) **Provisional Voting**

Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal but the GSP Group Representatives wish to consult with their respective GSP Group(s) before making a final vote.

c) A vote shall be delayed if any GSP Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSP Group Representative can obtain any further information or clarifying direction from its GSP Group or governing body, or both, as needed to proposed its alternative or modified recommended action.

d) If the process outlined in subsection 5.6.3(c) fails to result in a unanimous vote, any GSP Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this

Coordination Agreement), so the GSP Group Representative can obtain clarifying direction from its GSP Group or governing body, or both, as needed.

e) Each of the Parties acknowledges the limited time provided by SGMA to complete the GSP preparation process, and agrees to make its best efforts to cooperate through the Coordinating Committee in coming to require a unanimous vote.

SECTION 6 – APPROVAL BY INDIVIDUAL PARTIES

6.1 Where law or this Coordination Agreement require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the resolution, Motion, or Minutes of their respective Boards of Directors to the Secretary of the Coordination Committee.

SECTION 7 – EXCHANGE OF DATA AND INFORMATION

7.1 Exchange of Information

The Parties acknowledge and recognize pursuant to this Coordination Agreement that the Parties may need to exchange information amongst and between the Parties.

7.2 Procedure for Exchange of Information

7.2.1 The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine, or other electronic means to the appropriate representative as named in this Coordination Agreement. The designated representative shall respond in a reasonably timely manner.

7.2.2 Nothing in this Coordination Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.

7.2.3 The Parties agree that each GSP Group shall provide the data required to develop the Subbasin-wide coordinated water budget but unless required by law, will not be required to provide individual well or parcel-level information in order to preserve

confidentiality of individuals to the extent authorized by law, including but not limited to Water Code Section 10730.8, subdivision (b).

7.2.4 To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to a request made pursuant to that Act for release of information exchanged from another Party shall notify each other Party in writing of its proposed release of information in order to provide the other Parties with the opportunity to seek a court order preventing such release of information.

SECTION 8 – METHODOLOGIES AND ASSUMPTIONS

8.1 SGMA Coordination Requirements

Pursuant to SGMA, this Coordination Agreement must ensure that the individual GSPs utilize the same data and methodologies for developing assumptions used to determine: 1) groundwater elevation; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) changes in groundwater storage; 6) water budgets; and 7) sustainable yield.

8.2 Pre-GSP Coordination

Prior to the individual development of GSPs, the Parties agree to develop agreed-upon methodologies and assumptions for 1) groundwater elevation; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) changes in groundwater storage; 6) water budgets; and 7) sustainable yield. This development may be facilitated through the Coordination Committee's delegation to a sub-committee or workgroup of the technical staff provided by some or all of the Parties. The basis upon which the methodologies and assumptions will be developed includes existing data/information, best management practices, and/or best modeled or projected data available and may include consultation with the DWR as appropriate.

8.3 Technical Memoranda Required

The data and methodologies for assumptions described in Water Code section 10727.6 and title 23, California Code of Regulations, section 357.4 to prepare coordinated plans shall be set forth in Technical Memoranda prepared by the Coordination Committee for each of the elements discussed in Sections 9, 10, 11, and 12 of this Coordination Agreement. The Technical Memoranda shall be subject to the unanimous approval of the Coordination Committee and once approved, shall be attached to and incorporated by reference into this Coordination Agreement without

formal amendment of the Coordination Agreement being required. The Parties agree that they shall not submit this Coordination Agreement to DWR until the Technical Memoranda described herein have been added to the Coordination Agreement. The Technical Memoranda created pursuant to this Agreement shall be utilized by the Parties during the development and implementation of their GSPs in order to assure coordination of the GSPs in compliance with SGMA.

SECTION 9 – MONITORING NETWORK

9.1 In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level through the coordination of the respective monitoring networks established pursuant to the GSPs in which each of the Parties hereto are participating. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSP Group's network shall facilitate the collection of data in order to characterize groundwater and related surface water conditions in the Subbasin and evaluate changing conditions that occur from implementation of the individual GSPs. Each Party's GSP will describe the monitoring network's objectives for the Subbasin, including an explanation of network development and implementation to monitor groundwater and related surface conditions, and the interconnection of surface water and groundwater.

9.2 Each GSP Group shall provide the Coordination Committee all relevant data and information for their respective representative monitoring sites established in accordance with Title 23, California Code of Regulations, section 354.36, as amended from time to time.

SECTION 10 – COORDINATED WATER BUDGET

10.1 In accordance with SGMA, the Parties hereby agree to prepare a single coordinated water budget for the Subbasin as described in this subsection for use in the respective GSP in which each of the Parties hereto are participating. The water budget will provide an estimate of the total annual volume of groundwater and surface water entering and leaving the Subbasin, including historical, current and projected water budget conditions, and the change in the volume of water stored and the safe yield for differing aquifers.

10.2 To the extent feasible, the Parties will consider the best available information and best available science to quantify the water budget for the Subbasin in order to provide an

understanding of historical and projected hydrology, water demand, water supply, land use, population, climate change, sea level rise, groundwater and surface water interaction, and subsurface groundwater flow.

SECTION 11 – COORDINATED DATA MANAGEMENT SYSTEM

11.1 The Parties will develop and maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSPs and monitoring network of the Subbasin.

11.2 The Parties also will develop and maintain separate data management systems. Each separate data management system developed for each GSP will store information related to implementation of each individual GSP, monitoring network data and monitoring sites requirements, and water budget data requirements. Each system will be capable of reporting all pertinent information to the Coordination Committee. After providing the Coordination Committee with data from the individual GSPs, the Coordination Committee will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

SECTION 12 – ADOPTION AND USE OF THE COORDINATION AGREEMENT

12.1 Coordination of GSPs

Each Party is responsible to ensure that its own GSP complies with the statutory requirements of SGMA, including but not limited to the filing deadline. The Parties to this Coordination Agreement intend that their individual GSPs be coordinated together in order to satisfy the requirements of SGMA and to be in substantial compliance with the California Code of Regulations. The collective GSPs will satisfy the requirements of sections 10727.2 and 10727.4 of the Water Code by providing a description of the physical setting and characteristics of the separate aquifer systems within the Subbasin, the measurable objectives for each such GSP, interim milestones, and monitoring protocols that together provide a detailed description of how the Basin as a whole will be sustainably managed.

12.2 GSP and Coordination Agreement Submission

The Parties agree to submit their respective GSPs to DWR through the Coordination Committee and Plan Manager, in accordance with all applicable requirements. Subject to the subsequent attachment of the Technical Memoranda described in Sections 8-12, the Parties intend that this Coordination Agreement fulfill the requirements of providing an explanation of how the GSPs implemented together satisfy the requirements SGMA for the entire Subbasin.

SECTION 13 – MODIFICATION AND TERMINATION OF THE COORDINATION AGREEMENT

13.1 Modification or Amendment of Exhibit “A”

The Parties agree that Exhibit “A,” except for the withdrawal or addition of Parties to this Agreement, may be updated by unanimous vote of the Coordination Committee from time to time. Upon such modification, the updated Exhibit “A” shall be attached to this Agreement as a replacement to the previously existing Exhibit “A.” Upon such attachment, the updated “Exhibit “A” shall become a part of this Coordination Agreement without further Amendment of the Coordination Agreement being required. The Secretary shall provide notice of such change to all Group Contacts.

13.1.1 Addition of a Party

A Party may be added to this Coordination Agreement only upon its execution of a counterpart of this Agreement and its provision of any additional documentation required by Sections 3.1.2 a) through 3.1.2 d) of this Coordination Agreement. No Party may be added that is not within the Delta-Mendota Subbasin or that fails to execute an agreement to share in Coordinated Plan Expenses, unless such payment is waived by consent of all Parties.

13.2 Modification or Amendment of Coordination Agreement

Except as provided in Sections 13.1 and 13.3, the Parties hereby agree that this Coordination Agreement may be supplemented, amended, or modified only by a writing signed by all Parties.

13.3 Amendment for Compliance with Law

Should any provision of this Coordination Agreement be determined to be not in compliance with legal requirements under circumstances where amendment of the Agreement to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and approve such amendment.

SECTION 14 – WITHDRAWAL, TERM, AND TERMINATION

14.1 Withdrawal

Subject to the requirements identified in SGMA and the any coordination guidelines or regulations issued by DWR, a Party may unilaterally withdraw from this Coordination Agreement without causing or requiring termination of this Coordination Agreement, effective upon thirty (30) days written notice to the Secretary and all other Parties. The Plan Coordinator shall report any such withdrawal to DWR within five (5) days of receipt of the written notice.

14.1.1 Any Party who withdraws shall remain obligated for Coordinated Plan Expenses as provided in a separate Cost Sharing Agreement. If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Party, the Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the Coordination Agreement prior to the effective date of such withdrawal, as established under its separate GSP Group agreement concerning such share of obligations.

14.1.2 Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines or regulations issued by DWR, which require a coordination agreement if there are multiple GSPs in the Subbasin. This obligation shall survive the withdrawal from this Coordination Agreement and is for the express benefit of the remaining Parties.

14.1.3 In the event any GSP Group Representative(s) prevents/prevent a required unanimous vote of the Coordination Committee after following all procedures described in 5.3.1 or Section 15 of this Agreement, the Parties in such GSP Group agree to provide notice that such GSP Group has unilaterally withdrawn from this Agreement in accordance with this Section.

14.2 Term

As modified pursuant to Section 13 and unless terminated in accordance with Section 14.2.3, this Coordination Agreement shall continue for a term that is coterminous with the requirements of SGMA for the existence of a Coordination Agreement.

14.3 Termination

This Coordination Agreement may be terminated or rescinded and the coordinated implementation of GSPs terminated by unanimous written consent of all the Parties. Nothing

in this Coordination Agreement shall prevent the Parties from entering into another coordination agreement for coordination with any other subbasin.

SECTION 15 – PROCEDURES FOR RESOLVING CONFLICTS

In the event of any dispute arising from or relating to this Agreement, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this Agreement in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be settled by arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three among all nominated arbitrators, awarding three points to the top choice, two points to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, et seq., and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy.

SECTION 16 – GENERAL PROVISIONS

16.1 Authority of Signers

The individuals executing this Coordination Agreement represent and warrant that they have the authority to enter into this Coordination Agreement and to legally bind the Party for whom they are signing to the terms and conditions of this Coordination Agreement.

16.2 Governing Law

The validity and interpretation of this Coordination Agreement will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

16.3 Severability

Except as provided for cure by amendment in Section 13.3, if any term, provision, covenant, or condition of this Coordination Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties’ intent that the remaining provisions of this Coordination Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

16.4 Counterparts

This Coordination Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

16.5 Good Faith

The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Coordination Agreement and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this Coordination Agreement.

SECTION 17 – SIGNATORIES

PARTIES:

PATTERSON IRRIGATION DISTRICT GSA				
Patterson Irrigation District		Date:		
Signature _____				
Name of Representative:				
WEST STANISLAUS IRRIGATION DISTRICT GSA 1				
West Stanislaus Irrigation District		Date:		
Signature _____				
Name of Representative:				
DM II GSA				
Del Puerto Water District		Date:	Oak Flat Water District	Date:
Signature _____		Signature _____		
Name of Representative:		Name of Representative:		
CITY OF PATTERSON GSA				
City of Patterson		Date:		
Signature _____				
Name of Representative:				

NORTHWESTERN DELTA-MENDOTA GSA			
County of Merced	Date:	County of Stanislaus	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA			
San Luis Water District	Date:	Panoche Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Tranquillity Irrigation District	Date:	Fresno Slough Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Eagle Field Water District	Date:	Pacheco Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Santa Nella County Water District	Date:	Mercy Springs Water District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
County of Merced	Date:	County of Fresno	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
ORO LOMA WATER DISTRICT GSA			
Oro Loma Water District	Date:		
Signature			
Name of Representative:			
WIDREN WATER DISTRICT GSA			
Widren Water District	Date:		
Signature			
Name of Representative:			
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA			
Central California Irrigation District	Date:	Columbia Canal Company	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
Firebaugh Canal Company	Date:	San Luis Canal Company	Date:
Signature		Signature	

Name of Representative:		Name of Representative:
TURNER ISLAND WATER DISTRICT -2 GSA		
Turner Island Water District	Date:	
Signature		
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Name of Representative:		
CITY OF MENDOTA GSA		
City of Mendota	Date:	
Signature		
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Name of Representative:		
CITY OF FIREBAUGH GSA		
City of Firebaugh	Date:	
Signature		
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Name of Representative:		
CITY OF LOS BANOS GSA		
City of Los Banos	Date:	
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CITY OF DOS PALOS GSA		
City of Dos Palos	Date:	
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CITY OF GUSTINE GSA		
City of Gustine	Date:	
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Name of Representative:		
CITY OF NEWMAN GSA		
City of Newman	Date:	
Signature		
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Name of Representative:		
COUNTY OF MADERA-3 GSA		
County of Madera	Date:	
Signature		
<hr/>		
Name of Representative:		
COUNTY OF MERCED DELTA-MENDOTA GSA		
County of Merced	Date:	
Signature		
<hr/>		
Name of Representative:		

GRASSLAND WATER DISTRICT GSA			
Grassland Water District	Date:	Grassland Resource Conservation District	Date:
Signature		Signature	
Name of Representative:		Name of Representative:	
FARMERS WATER DISTRICT GSA			
Farmers Water District	Date:		
Signature			
Name of Representative:			
FRESNO COUNTY GSA			
County of Fresno	Date:		
Signature			
Name of Representative:			
ALISO WATER DISTRICT GSA			
Aliso Water District	Date:		
Signature			
Name of Representative:			

EXECUTING NOT AS A PARTY:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	
San Luis & Delta-Mendota Water Authority	Date:
Signature	
Name of Representative:	

EXHIBIT “A” – Groundwater Sustainability Plan (GSP) Groups

	Groundwater Sustainability Plan Group & Representation on Coordination Committee	Group Contact Agency	Participation Percentage
1	<p>Northern / Central Delta-Mendota Region – 2 Representatives</p> <p>Central DM Subgroup – 1 Member representing the following:</p> <p> Central Delta-Mendota Multi-Agency GSA</p> <p> Oro Loma Water District GSA</p> <p> Widren Water District GSA</p> <p>Northern DM Subgroup – 1 Member representing the following:</p> <p> City of Patterson GSA</p> <p> DM-II GSA</p> <p> Northwestern Delta-Mendota GSA</p> <p> Oak Flat Water District GSA</p> <p> Patterson Irrigation District GSA</p> <p> West Stanislaus Irrigation District GSA</p>	West Stanislaus Irrigation District	16.7%
2	<p>San Joaquin River Exchange Contractors – 2 Representatives</p> <p>City of Dos Palos GSA</p> <p>City of Firebaugh GSA</p> <p>City of Gustine GSA</p> <p>City of Los Banos GSA</p> <p>City of Mendota GSA</p> <p>City of Newman GSA</p> <p>Madera County GSA</p> <p>Merced County Delta-Mendota GSA</p> <p>San Joaquin River Exchange Contractors GSA</p> <p>Turner Island Water District-2 GSA</p>	San Joaquin River Exchange Contractors	16.7%
3	<p>Farmers Water District – 1 Representative</p> <p>Farmers Water District GSA</p>	Farmers Water District	16.7%

4	Aliso Water District – 1 Representative Aliso Water District GSA	Aliso Water District	16.7%
5	Grassland Water District – 1 Representative Grassland Water District GSA Grassland WD and Grassland Resource Conservation District Merced County Delta-Mendota GSA	Grassland Water District	16.7%
6	Fresno County Management Area A & B – -1 Representatives Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	16.7%

APPENDIX – SGMA DEFINITIONS

1. “**Agency**” or “**GSA**” shall mean a groundwater sustainability agency as defined in SGMA.
2. “**Coordination Agreement**” shall mean this Coordination Agreement, unless indicated otherwise.
3. “**Annual Report**” shall mean the report required by Water Code Section 10728 and SGMA Regulations Section 356.2.
4. “**Basin**” shall mean the Delta-Mendota subbasin and defined in Bulletin 118 as Basin 5- 22.07; for purposes of the Coordination Agreement, “Basin” and “Subbasin shall have the same meaning.
5. “**Basin Setting**” shall mean the information about the physical setting, characteristics, and current conditions of the basin as described by the Agency in the hydrogeologic conceptual model, the groundwater conditions, and the water budget, pursuant to California Code of Regulations, title 23, sections 354.12-354.20.
6. “**CASGEM**” shall mean the California Statewide Groundwater Elevation Monitoring Program developed by the DWR.
7. “**DWR**” shall mean the Department of Water Resources.
8. “**Groundwater**” shall mean the water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water that flows in known and definite channels.
9. “**Groundwater flow**” shall mean the volume and direction of groundwater movement into, out of, or throughout a basin.
10. “**Interconnected surface water**” shall mean the surface water that is hydraulically connected at any point by a continuous saturated zone to the underlying aquifer and the overlying surface water is not completely depleted.
11. “**Measureable objectives**” shall mean specific, quantifiable goals for the maintenance or improvement of specified groundwater conditions that have been included in an adopted GSP to achieve the sustainability goal for the basin.

12. **“Principal Aquifers”** shall mean aquifers or aquifer systems that store, transmit, and yield significant or economic quantities of groundwater to wells, springs, or surface water systems.
13. **“Representative Monitoring”** shall mean a monitoring site within a broader network of sites that typifies one or more conditions within the basin or an area of the basin.
14. **“Sustainability Indicator”** shall mean any of the effects caused by groundwater conditions occurring throughout the basin that, when significant and unreasonable, cause undesirable results.
15. **“Water Source Type”** shall mean the source from which water is derived to meet the applied beneficial uses, including groundwater, precipitation, recycled water, reused water, and surface water sources.
16. **“Water Use Sector”** shall mean categories of water demand based on the general land uses to which the water is applied, including urban, industrial, agricultural, managed wetlands, managed recharge, and native vegetation.

Exhibit B

COST SHARING AGREEMENT Delta-Mendota Subbasin Coordination

This Cost Sharing Agreement (“**Agreement**”) is made effective as of _____, 2018 by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin and the San Luis & Delta-Mendota Water Authority (“**SLDMWA**”). The entities listed above may be referred to herein individually as a “**Party**” or jointly as “**Parties**.” For purposes of this Agreement, the “**Effective Date**” shall be the date the last Party executes this Agreement.

RECITALS

- A. The Sustainable Groundwater Management Act (“**SGMA**”) requires all groundwater subbasins designated as high or medium priority to manage groundwater in a sustainable manner.
- B. The Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority basin by the California Department of Water Resources (“**DWR**”).
- C. The Delta-Mendota Subbasin includes multiple groundwater sustainability agencies (“**GSAs**”) that intend to manage the Subbasin through the development and implementation of multiple different groundwater sustainability plans (“**GSPs**”).
- D. The GSA parties to this Agreement (“**GSA Parties**”) have organized into groundwater sustainability plan (“**GSP**”) groups (“**GSP Groups**”) and have agreed to be represented by “**GSP Group Representatives**,” on terms to be developed and implemented by separate agreements between each GSP Group and the parties within such GSP Group.
- E. SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs in all basins that are managed by more than one GSP to enter into a Coordination Agreement to coordinate the multiple GSPs to sustainably manage the Subbasin pursuant to SGMA.
- F. The GSP Groups desire to dictate terms describing the mechanisms for the sharing of the costs associated with the coordination activities described in below and in a Delta-Mendota Subbasin Coordination Agreement (“**Coordination Agreement**”) that the Parties plan to execute. The Coordination Agreement will establish a Coordination Committee (“**Coordination Committee**”) to provide the forum for the parties to accomplish the coordination obligation of SGMA and will enumerate the Coordination Committee’s responsibilities. The Coordination Agreement will also establish the roles of Secretary and Plan Manager and enumerate their respective responsibilities.
- G. The SLDMWA has been assisting the GSP Groups with SGMA compliance, and will act as the initial Secretary of the Coordination Committee (“**Secretary**”) and the initial Plan Manager with respect to the Coordination Agreement (“**Plan Manager**”). As part of that effort, the SLDMWA and/or its agents agrees to undertake all activities required of it under the

Coordination Agreement, so long as each GSP Group reimburses the SLDMWA for that GSP Group's apportioned share of the "**Coordinated Plan Expenses**," described in Section 2 below.

- H. The Parties desire to enter into this Agreement to refine the Parties' informal agreements prior to the date of execution and to accomplish all of the foregoing matters on the terms and conditions set forth herein.

NOW, THEREFORE, based on the Recitals set forth above and on the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. Administrative Coordination. For so long as desired by the Coordination Committee, the SLDMWA will be responsible for undertaking all activities required of it under the Coordination Agreement including, but not limited to: intrabasin coordination; activities required in its role as Secretary; activities required in its role as Plan Manager; and entering into professional services agreement(s) and any supplemental agreements required for the consultant work necessary to meet the objectives of the Coordination Agreement.
2. Coordinated Plan Expenses. The Parties agree that **Coordinated Plan Expenses** incurred under the Coordination Agreement shall mean any expenses incurred by the Secretary and Plan Manager at the direction of the Coordination Committee within approved annual cost estimates pursuant to Section 5 of this Cost Sharing Agreement for purposes of developing and implementing the Coordination Agreement, including actual expenses incurred in executing obligations under the Coordination Agreement for intrabasin and interbasin coordination beginning in August 2017. The GSA Parties agree to make payments for Coordinated Plan Expenses through their GSP Groups, described in Section 6 below.
3. Participation Percentages. The Parties acknowledge and agree that the participation percentages in Exhibit "A" ("**Participation Percentages**") shall be utilized to determine the share of Coordinated Plan Expenses allocated to each GSP Group.
 - a. Initial Participation Percentages. Coordinated Plan Expenses will be paid proportionally by each GSP Group through the Responsible Agency to Invoice ("**Responsible Agency**") identified on Exhibit "A," pursuant to each GSP Group's respective Participation Percentage, which is initially set in equal percentages, as indicated in Exhibit "A."
 - b. Updated Participation Percentages. Participation Percentages may be evaluated by the Coordination Committee from time to time, including to consider new information concerning the relative contribution or responsibility of each GSP Group towards achieving the Subbasin-wide sustainability goal of their coordinated GSPs.
 - c. Ongoing Documentation of Participation Percentages. The most current Participation Percentages of each GSP Group shall be dated and attached as Exhibit "A" to this Agreement, effective upon the date approved by the Parties under delegated authority

by their respective GSP Groups, without any further Amendment to this Agreement being required.

4. Obligations Outside of Cost Sharing Agreement. It is the responsibility and obligation of each GSA Party under this Agreement that is part of a multi-party GSP Group to provide documentation to the Secretary and the Coordination Committee establishing that such GSP Group has a binding agreement or mechanism assuring that the GSP Group will pay its Participation Percentage set forth on Exhibit “A,” as said Exhibit “A” may be modified or amended from time to time (pursuant to a modification or amendment of this Agreement under Section 14, below), including documentation of provisions regarding the default or withdrawal of any GSA Party within such GSP Group. Provided, that the Secretary shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation.
5. Cost Estimates. The SLDMWA will obtain and provide the GSP Groups, through the GSP Group Representatives on the Coordination Committee, with a written estimate (“**Estimate**”) of the cost of each task required for executing its obligations under the Coordination Agreement prior to March 1 each year, and as new tasks arise. Each Estimate will be subject to approval by the Coordination Committee, pursuant to the Coordination Agreement. The SLDMWA shall account for Coordinated Plan Expenses in accordance with standard public agency accounting procedures and shall invoice amounts to be collected from the GSP Groups in accordance with Section 6 below. All costs related to workgroups shall be the responsibility of each Party providing the workgroup participant.
6. Invoicing and Payment. The SLDMWA shall bill the GSP Groups, through the Responsible Agency identified on Exhibit “A,” for all Coordinated Plan Expenses based upon their respective Participation Percentages, upon receipt of each individual invoice. Payment is due from each Responsible Agency thirty (30) days following receipt of the invoice by the Responsible Agency. Amounts in arrears for more than thirty (30) days shall earn interest at the applicable legal rate. Each Responsible Agency is responsible to collect payment from members of its GSP Group, if any.
7. Reporting. The SLDMWA shall present a cumulative Coordinated Plan Expense report to the GSP Groups on a monthly basis, through the Responsible Agency identified on Exhibit “A.” Each Invoice, described in Section 6 above, shall be accompanied by a Coordinated Plan Expenses report (“**Report**”). The Report shall consist of a cumulative itemized statement of all costs and expenses incurred pursuant to the Coordination Agreement and any disbursement of funds received by the SLDMWA under this Agreement.
8. Records. The SLDMWA shall maintain separate records regarding Coordinated Plan Expenses, including records of billing and payment and other documents related to the execution of its obligations under the Coordination Agreement. The Parties and their designated agents shall have the right to inspect all records maintained by the SLDMWA associated with this Cost Sharing Agreement at any time within normal business hours, with fifteen (15) business days’ advance notice to the SLDMWA in writing.

9. Notice. Whenever notice is required to be in writing, it shall be provided to the GSP Groups, through the Responsible Agency identified on Exhibit “A.” Notice shall be provided to the SLDMWA at the following address:

San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, CA 93635
Attn: Andrew Garcia
E-mail: andrew.garcia@sldmwa.org

If sent by United States Mail, notice will be considered to have been given forty-eight (48) hours after it has been deposited in the United States Mail, addressed as set forth above, with postage prepaid. If sent by overnight delivery service, notice will be considered to have been given twenty-four (24) hours after it has been deposited with the overnight delivery service. Any GSP Group may change the Responsible Agency for notice or that Responsible Agency’s address for these purposes by giving written notice of the change to all other Parties. The SLDMWA may also change its address or contact by giving written notice of the change to all other Parties.

10. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be so construed.
11. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing this language in the section referred to or to define or limit the scope of any provision of this Agreement.
12. Entire Agreement. This Agreement (including the preamble and Recitals) constitutes the entire Agreement between the Parties and supersedes prior agreements or discussions relating to the matters set forth herein, if any, both written and oral.
13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
14. Modification or Amendment. The Parties hereby agree that, this Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.
15. Withdrawal.
- a. Withdrawal by a GSA Party. A GSA Party may withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to all other Parties. Any GSA Party who withdraws shall remain obligated to pay its share of all Coordinated Plan Expenses accrued prior to the effective date of such withdrawal. The SLDMWA will notify DWR within thirty (30) days of any GSA Party’s withdrawal from this Agreement.

- b. Withdrawal by the SLDMWA. The SLDMWA may withdraw from this Agreement effective: (1) upon notification by the Coordination Committee that the SLDMWA's services are no longer required as Secretary and Plan Manager; or (2) upon sixty (60) days written notice by the SLDMWA to the GSA Parties. In the event the SLDMWA withdraws from this Agreement, such withdrawal shall terminate this Agreement, unless the Coordination Committee names a successor Secretary and Plan Manager pursuant to the Coordination Agreement, and the Parties and such successor entity or entities agree to continue the Agreement with the successor Secretary and Plan Manager agreeing to assume the role of the SLDMWA. If the Agreement continues between the GSA Parties and a successor to the SLDMWA, the SLDMWA agrees to reasonably cooperate in the transition to its successor; provided, the SLDMWA shall not be liable for performance of duties under this Agreement following the Coordination Committee's notice or the sixty (60)-day notice period set forth in this subsection, whichever is applicable.
16. Term. As modified pursuant to Section 14, this Agreement shall continue for a term coterminous with the requirements of SGMA.
17. Indemnification. The Parties agree that the GSA Parties shall, in proportion to the respective Participation Percentages of their GSP Groups, hold the SLDMWA free and harmless from and indemnify the SLDMWA against any and all costs, losses, damages, claims, and liabilities arising from this Agreement, unless such costs, losses, damages, claims, or liabilities are attributable to the sole negligence or willful misconduct of the SLDMWA. The Parties acknowledge that each GSP Group intends to pay only its share of Coordinated Plan Expenses, but acknowledge that the GSP Group may be required to pay an adjusted Participation Percentage (pursuant to a modification or amendment of this Agreement under Section 14, above) to meet its obligation to the SLDMWA and seek its remedy against any defaulting GSP Group.
18. Construction of Agreement. The Parties acknowledge that each has informed and able counsel to advise it concerning the terms of this Agreement, and agree that no Party shall be deemed the drafting Party in any dispute involving construction of the terms of the Agreement.
19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
20. No Partnership. The Parties hereto do not intend to create a partnership for federal income tax purposes or state law purposes, and nothing herein shall be construed to create such a partnership. The provisions set forth in this Agreement, and the respective obligations of each Party hereto, shall be construed consistently with such intent.
21. Procedures for Resolving Conflicts. In the event of any dispute arising from or relating to this Agreement, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this Agreement in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be settled by non-binding arbitration. Within ten (10) days

following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three among all nominated arbitrators, awarding 3 points to the top choice, 2 points to the second choice, 1 point to the third choice, and zero points to all others. Each interested Party shall forward its tally to the SLDMWA, who shall tabulate the points and notify the interested Parties of the name of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The SLDMWA may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines or ceases to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, et seq., and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy. Any dispute resolution or arbitration under this Section, however, will not terminate the Parties' obligations under Sections 2, 4, and 6 nor the Parties' obligations under Section 16.

22. **Authorized Signature.** Each Party represents that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement and will legally bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PATTERSON IRRIGATION DISTRICT GSA			
Patterson Irrigation District		Date:	
Signature _____			
Name of Representative:			
WEST STANISLAUS IRRIGATION DISTRICT GSA 1			
West Stanislaus Irrigation District		Date:	
Signature _____			
Name of Representative:			
DM II GSA			
Del Puerto Water District		Date:	Oak Flat Water District
Signature _____		Signature _____	Date:
Name of Representative:		Name of Representative:	
CITY OF PATTERSON GSA			
City of Patterson		Date:	
Signature _____			
Name of Representative:			

NORTHWESTERN DELTA-MENDOTA GSA					
County of Merced		Date:	County of Stanislaus		Date:
Signature			Signature		
Name of Representative:			Name of Representative:		
CENTRAL DELTA-MENDOTA REGION MULTI-AGENCY GSA					
San Luis Water District		Date:	Panoche Water District		Date:
Signature			Signature		
Name of Representative:			Name of Representative:		
Tranquillity Irrigation District		Date:	Fresno Slough Water District		Date:
Signature			Signature		
Name of Representative:			Name of Representative:		
Eagle Field Water District		Date:	Pacheco Water District		Date:
Signature			Signature		
Name of Representative:			Name of Representative:		
Santa Nella County Water District		Date:	Mercy Springs Water District		Date:
Signature			Signature		
Name of Representative:			Name of Representative:		
County of Merced		Date:	County of Fresno		Date:
Signature			Signature		
Name of Representative:			Name of Representative:		
ORO LOMA WATER DISTRICT GSA					
Oro Loma Water District		Date:			
Signature					
Name of Representative:					
WIDREN WATER DISTRICT GSA					
Widren Water District		Date:			
Signature					
Name of Representative:					
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS GSA					
San Joaquin River Exchange Contractors GSA		Date:			
Signature					
Name of Representative:					

TURNER ISLAND WATER DISTRICT -2 GSA	
Turner Island Water District	Date:
Signature _____	
Name of Representative:	
CITY OF MENDOTA GSA	
City of Mendota	Date:
Signature _____	
Name of Representative:	
CITY OF FIREBAUGH GSA	
City of Firebaugh	Date:
Signature _____	
Name of Representative:	
CITY OF LOS BANOS GSA	
City of Los Banos	Date:
Signature _____	
Name of Representative:	
CITY OF DOS PALOS GSA	
City of Dos Palos	Date:
Signature _____	
Name of Representative:	
CITY OF GUSTINE GSA	
City of Gustine	Date:
Signature _____	
Name of Representative:	
CITY OF NEWMAN GSA	
City of Newman	Date:
Signature _____	
Name of Representative:	
COUNTY OF MADERA -3 GSA	
County of Madera	Date:
Signature _____	
Name of Representative:	
MERCED COUNTY DELTA-MENDOTA GSA	
County of Merced	Date:
Signature _____	
Name of Representative:	

GRASSLAND GSA			
Grassland Water District	Date:	Grassland Resource Conservation District	Date:
Signature		Signature	
_____		_____	
Name of Representative:		Name of Representative:	
FARMERS WATER DISTRICT GSA			
Farmers Water District	Date:		
Signature			

Name of Representative:			
FRESNO COUNTY MANAGEMENT AREA A+B GSAs			
Fresno County	Date:		
Signature			

Name of Representative:			
ALISO WATER DISTRICT GSA			
Aliso Water District	Date:		
Signature			

Name of Representative:			
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY			
San Luis & Delta-Mendota Water Authority	Date:		
Signature			

Name of Representative:			

EXHIBIT A – GSP Groups and Responsible Agencies to Invoice

	Groundwater Sustainability Plan Group	Responsible Agency to Invoice / Address	Participation Percentage
1	<p>Northern / Central Delta-Mendota Region – 2 Representatives Central DM Subgroup – 1 Member representing the following: Central Delta-Mendota Multi-Agency GSA Oro Loma Water District GSA Widren Water District GSA Northern DM Subgroup – 1 Member representing the following: City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District-GSA 1</p>	<p>San Luis & Delta-Mendota Water Authority (for invoices) P.O. Box 2157 Los Banos, CA 93635 Attn: Andrew Garcia</p> <p>West Stanislaus Irrigation District (for other notices) 116 E Street P.O. Box 37 Westley, CA 95387 Attn: Robert Pierce</p>	16.7%
2	<p>San Joaquin River Exchange Contractors – 2 Representatives City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA</p>	<p>San Joaquin River Exchange Contractors 541 H Street P.O. Box 2115 Los Banos, CA 95363 Attn: Steve Chedester</p>	16.7%
3	<p>Farmers Water District – 1 Representative Farmers Water District GSA</p>	<p>Farmers Water District 4460 W. Shaw Ave., #219 Fresno, CA 93722 Attn: Jim Stillwell</p>	16.7%
4	<p>Aliso Water District – 1 Representative Aliso Water District GSA</p>	<p>Aliso Water District 10302 Avenue 7-1/2 Firebaugh, CA 93622 Attn: Roy Catania</p>	16.7%
5	<p>Grassland Water District – 1 Representative Grassland Water District GSA Grassland WD and Grassland Resource Conservation District Merced County Delta-Mendota GSA</p>	<p>Grassland Water District 200 W. Willmont Ave. Los Banos, CA 93635 Attn: Ricardo Ortega</p>	16.7%

6	Fresno County Management Area A & B – 1 Representative Fresno County Management Area A GSA Fresno County Management Area B GSA	County of Fresno Department of Public Works and Planning 2220 Tulare St., 6th Floor Fresno, CA 93721 Attn: Division of Water and Natural Resources	16.7%
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AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: RECOMMENDATION FOR APPROVAL OF AMENDMENT NO. 2 TO
PROVOST & PRITCHARD ENGINEERING SERVICES AGREEMENT
FOR MOWRY BRIDGE

DATE: DECEMBER 11, 2018

ISSUE

Should the City Council adopt the attached resolution to authorize approval of Amendment No. 2 to the agreement entitled Consulting Services for Reconstruction of the Mowry Bridge Over the Mendota Pool, Mendota, CA, in the total amount of \$17,000?

BACKGROUND

On January 26, 2018, the City entered into agreement with the City Engineer, Provost & Pritchard Consulting Group, for preparation of a funding application to the Bureau of Reclamation, and for preparation of preliminary design plans for replacement of the Mowry Bridge. That work has been completed, as of March 2018. In May, the City approved Amendment No. 1 to that agreement, authorizing preliminary investigation of the permit requirements for the project.

Since that time, Provost & Pritchard has been asked to provide a substantial supplementary funding application package, and was recently asked to prepare a General Plan for the Mowry Bridge and Well Projects, to support the contract with Reclamation for funding both projects.

The subject Amendment No. 2 will allow Provost & Pritchard to be paid for this supplemental work, and for anticipated pre-Contract work upcoming in December and January. After the Contract is approved and the City receives project funding, staff will bring your Council a proposal from Provost & Pritchard for final design and construction engineering for both projects.

Reimbursement for the original January agreement, as well as Amendments 1 and 2, is included in the final amount of the Contract with Reclamation.

ANALYSIS

The attached Amendment No. 2 to the agreement with Provost & Pritchard Consulting Group provides for the engineering and agency processing services to complete the Pre-Contract work/ to prepare the three Master Plans discussed.. Compensation under the agreements will be on a time-and-materials basis, not to exceed \$17,000.

FISCAL IMPACT

All of the compensation for these services will be reimbursed out of funds for the Contract with Reclamation. No General Funds or utility operating funds will be expended as part of this action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing approval of the attached Amendment No. 2 to the Consulting Services for Reconstruction of the Mowry Bridge Over the Mendota Pool, Mendota, CA, in an amount not to exceed \$17,000.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
AMENDMENT NO. 2 TO AGREEMENT WITH
PROVOST & PRITCHARD ENGINEERING
SERVICES AGREEMENT FOR MOWRY BRIDGE**

RESOLUTION NO. 18-85

WHEREAS, on January 26, 2018, the City entered into an agreement with the City Engineer, provost & Pritchard Consulting Group, entitled “Consulting Services for Reconstruction of the Mowry Bridge Over the Mendota Pool, Mendota, CA; and

WHEREAS, the process of applying for and obtaining funding assistance from the Bureau of Reclamation has required significant additional work between completion of the original agreement in March, and the start of the Final Design phase, which is expected to be in January 2019; and

WHEREAS, the City Engineer has submitted a proposal for an amendment to the original agreement to provide compensation for these additional services on a time-and-materials basis; and

WHEREAS, staff has reviewed the requested proposal and has found the work scope and fee proposed to be appropriate and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mendota that the City approve the request Amendment No. 2, attached hereto as Exhibit “A”, to the subject agreement with Provost & Pritchard Consulting Group be retained and contracted to prepare Master Plans for Water, Sewer Collection and dated December 7, 2018, in an amount not to exceed \$17,000, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the proposed Amendment.

Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Exhibit A



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

December 7, 2018

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

**RE: Amendment No. 2 to Proposal for
Engineering, Surveying and Planning Services
Reconstruction and Replacement of the Mowry Bridge
Over the Mendota Pool, Mendota, CA**

Dear Cristian:

Following submittal of the funding application and preliminary design documents for replacement of the Mowry Bridge to the State Lands Commission in March, the State has requested additional work on the application from time to time, and recently requested preparation of an entirely new General Plan to support project funding. The General Plan covers not on the Mowry Bridge project but relocation of Well No. 7 and extension of the raw water main to the new well location.

This amendment includes the work done between March and November that was done after completion of our original scope of work, as well as completion and submission of the General Plan in accordance with SLC direction. An amendment dealing with final project design, bidding and construction services will be submitted for your consideration after final funding approval is secured. This amendment includes our assumptions and associated fees.

Funding Application and General Plan Preparation Services

- Prepare additional documents, spreadsheets and supporting information for the original funding application, which was requested between March and November, 2018.
- Prepare a detailed supplemental application responding to SLC and Reclamation comments and requests, including revision of the project budget and an extensive written justification of project cost estimate line items.
- Prepare initial application package for the Mowry Bridge project and submit to the Central Valley Flood Protection Board.
- Work with SLC staff to understand what agency permits will be required for the projects, what work SLC has already done toward those permits as part of the River Restoration project, and what parts will be required of the City as Mowry Bridge work moves forward.
- Meet with staff, Bill Ward and SLC staff to discuss incorporation of the Well No. 7 relocation project into the overall State funding package. Prepare conceptual drawings, evaluate potential well locations.
- Prepare construction cost estimates for relocated well, well site improvements and raw water main extension.

U:\benson\181207 Mowry Bridge Contract - Amendment 2.docx

- At the request of SLC, prepare a General Plan, describing the scope of work and costs required to complete environmental work, design, bid and construct the Mowry Bridge, new Well, well site improvements and raw water main extension.
- Continue to coordinate the flow of information to SLC as we understand the requirements, for the period through final award of funding.

This amendment does not include surveying, environmental planning or engineering services required to move the projects forward. It covers only the work required to secure the funding.

We propose to bill this work on a time and materials basis. We anticipate that the budget will be approximately **\$17,000**.

The adjusted total amount of this contract will be **\$156,800**.

Assumptions:

- Utility research and coordination is not included in this scope of work.
- Final Design, including Plans and specifications for bidding purposes, are not included.
- No bidding services are included.
- No construction administration or inspection services are included.
- All necessary construction permits will be secured during the final design phase, and such work is not included here.

Please sign and date below, and on the attached Consultant Services Agreement. The signed documents will be our notice to proceed. We look forward to working on this exciting project.

Client: City of Mendota

By:

Name/Title: Cristian Gonzalez,
City Manager

Date Signed:

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

By:

Name/Title: Matthew W. Kemp, PE, PLS
C66088

Date Signed: December 7, 2018

Client: City of Mendota

By:

Name/Title:

Date Signed:

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

By:

Name/Title: David McGlasson, PE,
PLS Principal in Charge

Date Signed: December 7, 2018

**CITY OF MENDOTA
CALIFORNIA**

FINANCIAL STATEMENTS

**FOR THE YEAR ENDED
JUNE 30, 2018**

CITY OF MENDOTA
FINANCIAL STATEMENTS
JUNE 30, 2018

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CITY OF MENDOTA
FINANCIAL STATEMENTS
JUNE 30, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Mendota, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mendota, California (the City) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mendota, California, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540

fax 559.299.2344

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-13, budgetary comparison information on pages 60-62, proportionate share of net pension liability on page 64, and schedule of contributions on page 65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Mendota, California's basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report December 3, 2018 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Price Pange & Company

Clovis, California
December 3, 2018

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

The management of the City of Mendota (the City) offers readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2018. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the City's financial statements, which follow this narrative.

FINANCIAL HIGHLIGHTS

The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at close of the most recent fiscal year by \$33,119,158 (net position). Of this amount, \$3,202,949 (unrestricted net position) may be used to meet the City's ongoing obligation to its citizens and creditors.

The City's total net position increased by \$1,822,431 from the prior fiscal year. Governmental activities increased the City's total net position by \$1,694,256 and business-type activities increased by \$128,175. The overall increase in net position is due to several factors. The business-type activities of the City, which represent utility service for water, sewer and waste disposal, benefitted from a significant increase in one-time developer impact fees for water and sewer service collected for planned residential and commercial development in the City, coupled with higher service revenue due to a City-wide rate increase in water and sewer service fees. These revenue increases were partially offset by higher employment related costs and electric utility service as compared to the prior year. With regard to the governmental-type activities, almost every line item reported for both program revenues and general revenues increased over the prior year. In particular, sales tax revenue and property tax revenue showed significant increases due to several national retail establishments opened in the prior and current fiscal years, along with an increase in capital grants primarily due to receipt of a County grant related to the acquisition of an electric airplane to be used by a private business at the City's municipal airport. Overall operating expenses of the City were comparable to the prior fiscal year. In addition, governmental-type activities benefitted from the transfer of \$338,705 in residual assets from the Mendota Joint Powers Authority, a business-type activity, to the City's General Fund due to the termination of the Mendota Joint Powers Authority Fund in March of 2018.

At June 30, 2018, the City's governmental funds reported combined ending fund balances of \$4,514,835, a decrease of \$23,564 in comparison with the prior year. Capital outlays for the fiscal year ended June 30, 2018 totaled \$2,488,051 as compared to \$483,406 in the prior fiscal year. The increase is due primarily to approximately \$2.2 million in street infrastructure projects commenced or completed during the current fiscal year. This large increase in capital expenditures was partially offset by higher sales and property tax revenue and an operating transfer from the Mendota Joint Powers Authority Enterprise Fund as discussed in the preceding paragraph.

At the end of the current fiscal year, unassigned fund balance for the General Fund was \$977,989. This represents a \$742,034 increase from the unassigned fund balance of \$235,955 reported at June 30, 2017. The increase from the prior year is primarily the result of higher sales and property tax revenue due to the addition of several new retail outlets located along the State Highway 33 corridor, along with higher building permit revenue. Operational expenditures of the General Fund showed a significant decrease from the prior fiscal year due to utilization of special revenue funds to cover expenditures generally paid for by the General Fund in previous years, particularly in the area of public safety. In addition, the General Fund benefitted from the transfer of \$338,005 in residual assets from the Mendota Joint Powers Authority Fund as discussed above.

The City's total long-term debt of \$5,921,737 decreased by \$285,444 compared to last year. The decrease is the result of scheduled principal payments on the City's existing outstanding debt during the fiscal year, coupled with the early redemption of a Westamerica Bank loan for the acquisition of police vehicles during the fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction of the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (i.e. uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City included general government, public safety, municipal airport, highways and streets, public works, building and planning, parks, redevelopment and housing, and economic development and assistance. The business-type activities of the City included water, sewer, sanitation, and the Mendota Joint Powers Public Financing Authority.

The Mendota Public Financing Authority, although legally separate, functions for all practical purposes as a department of the City and, therefore, has been included as an integral part of the primary government.

The government-wide financial statements can be found on pages 17 through 19 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund finance statements focus on *near-term inflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 43 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Gas Tax Special Revenue Fund, HOME Investment Partnership Program Special Revenue Fund, Measure C Special Revenue Fund, and the Community Development Block Grant Special Revenue Fund. All of these are considered to be major funds. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report.

The basic governmental fund financial statements can be found on pages 22 through 25 of this report.

Proprietary funds. The City maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statement. The City uses enterprise funds to account for its water, sewer, sanitation and Public Financing Authority operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for its Public Financing Authority and for the water, sewer and sanitation operations, as all of these are considered to be major funds of the City.

The basic proprietary fund financial statements can be found on pages 26 through 29 of this report.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 30 through 31 of this report.

Notes to the basic financial statements. The notes provide additional information that is essential to fully understand of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 34 through 57 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's General Fund and major Special Revenue Funds budgetary comparison schedule to demonstrate compliance with the City's adopted budget. The City adopts an annual appropriated budget for its general fund.

Required supplementary information can be found on pages 60 through 65 of this report.

The combining fund statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information. Combining fund statements can be found on pages 68 through 75.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As previously noted, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$33,119,158 at June 30, 2018.

**City of Mendota
Condensed Statement of Net Position
June 30, 2018 and 2017**

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and other assets	\$ 7,423,738	\$ 6,952,651	\$ 3,616,503	\$ 3,500,776	\$ 11,040,241	\$ 10,453,427
Capital assets	13,578,138	11,980,010	15,647,654	15,748,993	29,225,792	27,729,003
Total assets	<u>21,001,876</u>	<u>18,932,661</u>	<u>19,264,157</u>	<u>19,249,769</u>	<u>40,266,033</u>	<u>38,182,430</u>
Total deferred outflows of resources	<u>48,274</u>	<u>27,425</u>	<u>69,872</u>	<u>31,753</u>	<u>118,146</u>	<u>59,178</u>
Long-term liabilities	582,129	700,539	5,339,608	5,506,642	5,921,737	6,207,181
Other liabilities	779,280	265,062	564,004	472,638	1,343,284	737,700
Total liabilities	<u>1,361,409</u>	<u>965,601</u>	<u>5,903,612</u>	<u>5,979,280</u>	<u>7,265,021</u>	<u>6,944,881</u>
Net position:						
Net investment in capital assets	13,251,484	11,595,694	10,355,088	10,281,094	23,606,572	21,876,788
Restricted	5,677,886	6,452,026	631,751	959,140	6,309,637	7,411,166
Unrestricted	<u>759,371</u>	<u>(53,235)</u>	<u>2,443,578</u>	<u>2,062,008</u>	<u>3,202,949</u>	<u>2,008,773</u>
Total net position	<u>\$ 19,688,741</u>	<u>\$ 17,994,485</u>	<u>\$ 13,430,417</u>	<u>\$ 13,302,242</u>	<u>\$ 33,119,158</u>	<u>\$ 31,296,727</u>

The largest portion of the City's net position, \$23,606,572 (71 percent) represents investment in capital assets, less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position of \$3,202,949 (10 percent) represents unrestricted net position, which may be used to meet the City's ongoing obligations to its citizens and creditors. The remaining balance of \$6,309,637 (19 percent) represents resources that are subject to external restrictions on their use.

Governmental activities increased the City's net position by \$1,694,256, accounting for 93 percent of the total increase in the net position of the City of Mendota as compared to the prior fiscal year.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

**City of Mendota
Condensed Statement of Activities
For the Years Ended June 30, 2018 and 2017**

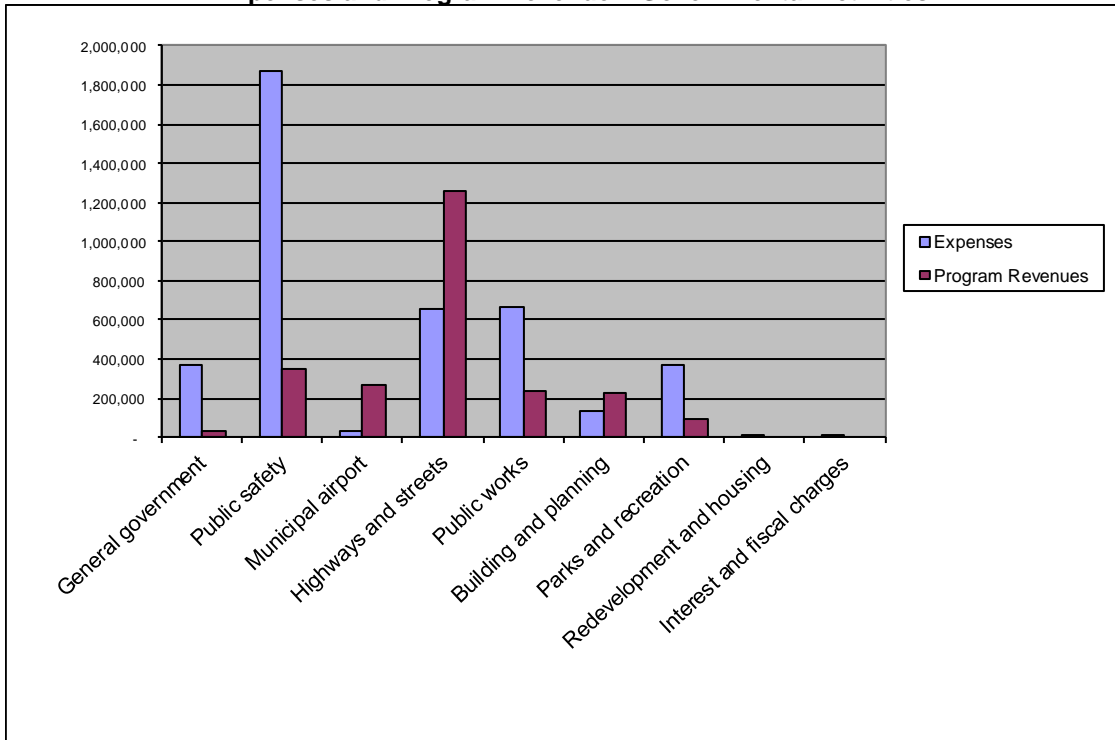
	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Revenues:						
Program revenues:						
Charges for services	\$ 714,303	\$ 693,820	\$ 4,126,330	\$ 3,914,541	\$ 4,840,633	\$ 4,608,361
Operating grants and contributions	453,264	388,750	267,705	196,718	720,969	585,468
Capital grants and contributions	1,303,612	1,106,321	-	-	1,303,612	1,106,321
General revenues:						
Property taxes	1,164,833	1,009,370	-	-	1,164,833	1,009,370
Sales tax	617,690	527,888	-	-	617,690	527,888
Franchise taxes	116,327	110,595	-	-	116,327	110,595
Other taxes	900,525	850,078	-	-	900,525	850,078
Earnings on investments	105,936	7,954	14,805	18,617	120,741	26,571
Miscellaneous	60,920	137,582	8,394	119,664	69,314	257,246
Gain on sale of assets	39,266	-	1,936	-	41,202	-
Total revenues	5,476,676	4,832,358	4,419,170	4,249,540	9,895,846	9,081,898
Expenses:						
General government	368,593	537,285	-	-	368,593	537,285
Public safety	1,870,619	1,838,312	-	-	1,870,619	1,838,312
Municipal airport	32,244	25,036	-	-	32,244	25,036
Highways and streets	659,100	646,398	-	-	659,100	646,398
Public works	668,032	559,665	-	-	668,032	559,665
Building and planning	134,087	131,298	-	-	134,087	131,298
Parks and recreation	369,857	360,426	-	-	369,857	360,426
Redevelopment and housing	10,730	11,770	-	-	10,730	11,770
Economic development and assistance	-	54,427	-	-	-	54,427
Interest and fiscal charges	7,863	15,165	-	-	7,863	15,165
Water	-	-	1,852,699	1,724,153	1,852,699	1,724,153
Sewer	-	-	1,378,606	1,427,957	1,378,606	1,427,957
Refuse	-	-	720,985	697,275	720,985	697,275
Mendota Joint Powers Financing Authority	-	-	-	3,165	-	3,165
Total expenses	4,121,125	4,179,782	3,952,290	3,852,550	8,073,415	8,032,332
Increase in net position before transfers	1,355,551	652,576	466,880	396,990	1,822,431	1,049,566
Transfers	338,705	-	(338,705)	-	-	-
Increase (decrease) in net position	1,694,256	652,576	128,175	396,990	1,822,431	1,049,566
Net position - beginning	17,994,485	17,341,909	13,302,242	12,905,252	31,296,727	30,247,161
Net position - ending	\$ 19,688,741	\$ 17,994,485	\$ 13,430,417	\$ 13,302,242	\$ 33,119,158	\$ 31,296,727

Key elements of the increase/decrease in revenue for governmental activities are as follows:

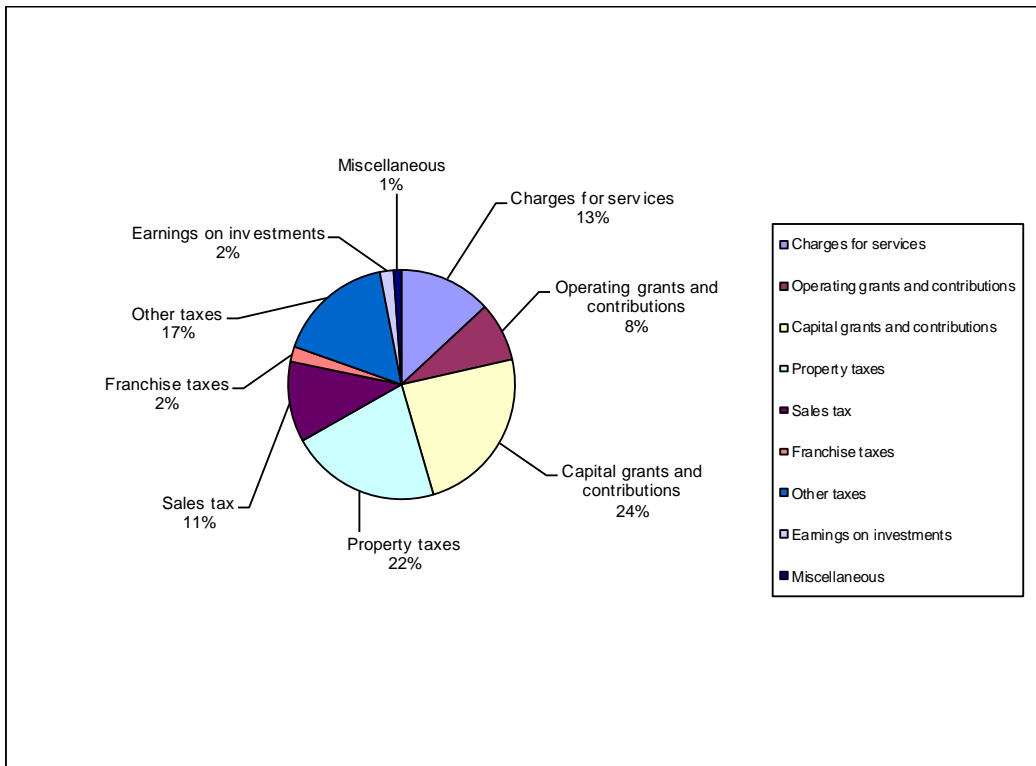
- Charges for services increased by \$20,483 to \$714,303 from the prior year. The increase is due primarily to higher developer impact fees related to a planned residential housing project collected during the year for public safety, road infrastructure and parks, along with higher fees from Caltrans for maintenance of State Highway 33 through Mendota city limits. These increases were partially offset by a decrease in planning and zoning service fees along with a decrease in police service revenue and vehicle fines.
- Governmental capital grants increased \$197,291 to \$1,303,612 during the fiscal year. The increase is due primarily to receipt of federal and state highway grant reimbursements for several large-scale road reconstruction projects completed during the fiscal year, along with a capital grant provided by the County of Fresno for acquisition of an electric plane to be used by a private business at the City's municipal airport.
- Sales tax revenue increased \$89,802 or 17% over the prior fiscal year. The increase can be attributed to several national retail businesses which have opened along the Highway 33 corridor during the current and prior fiscal years, including McDonald's, Taco Bell and Reilly's Auto Parts.
- Miscellaneous income decreased \$76,662 to \$60,920 due to the receipt of several one-time revenues during the prior fiscal year.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

Expenses and Program Revenue – Governmental Activities



Revenues by Source – Governmental Activities



**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

Key elements of the increase/decrease in expenses for governmental activities are as follows:

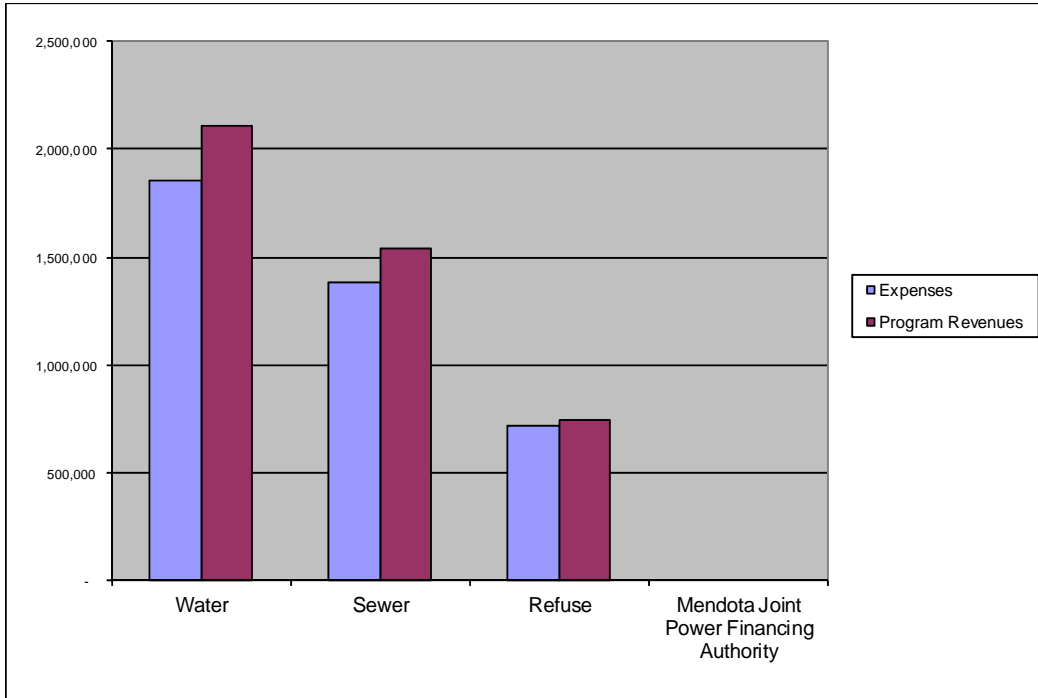
- General government expenses decreased by \$168,692 to \$368,593 in 2018. The reduction is due to the utilization of available funds in the Development Fee Special Revenue Fund to pay the annual City contract with the County of Fresno for fire protection services for the fiscal year ended June 30, 2018, which in prior years had been paid by the City's General Fund. The fee paid for 2017/2018 service to Fresno County was \$180,452.
- Public safety expenses increased by \$32,307 or approximately 2% from the prior year. Salaries and benefits related to reserve police officers was down significantly from the prior year as was police administrative expenses, legal and departmental supplies. These reductions were offset by higher wages and benefits attributable to front-line officers.
- Highways and streets expenditures increased by \$12,702 or 2% to \$659,100. The increase is attributable to higher costs for general street repair related supplies, vehicle maintenance and outsourced contract services during the fiscal year.
- Public works expenses increased by \$108,367 to \$668,032. The increase is due almost exclusively to an increase in depreciation expense related to large infrastructure projects placed in service during the current fiscal year.
- Building and planning expenses increased by \$2,789 or 2% to \$134,087. The increase is due primarily to outsourced engineering and legal expenditures incurred by the City during the fiscal year for a large-scale housing development planned for the northwest section of the City.
- Parks and recreation expenses increased by \$9,431 or 3% to \$369,857. The increase is primarily attributable to higher employee wages and related benefits. In addition, the Mendota Community Corporation, a component unit of the City, reported significantly higher expenses related to its contributions and sponsorship of various community events in the City during the current fiscal year as compared to last year.
- Interest and fiscal charges decreased by \$7,302 or 48% to \$7,863. The decrease is consistent with scheduled debt service reduction payments, coupled with the early retirement of an interest-bearing advance obligation due to the Mendota Joint Powers Authority in March, 2018.

Business-type activities. Business-type activities increased the City's net position by \$128,175 over the prior fiscal year. Key elements of this increase are as follows:

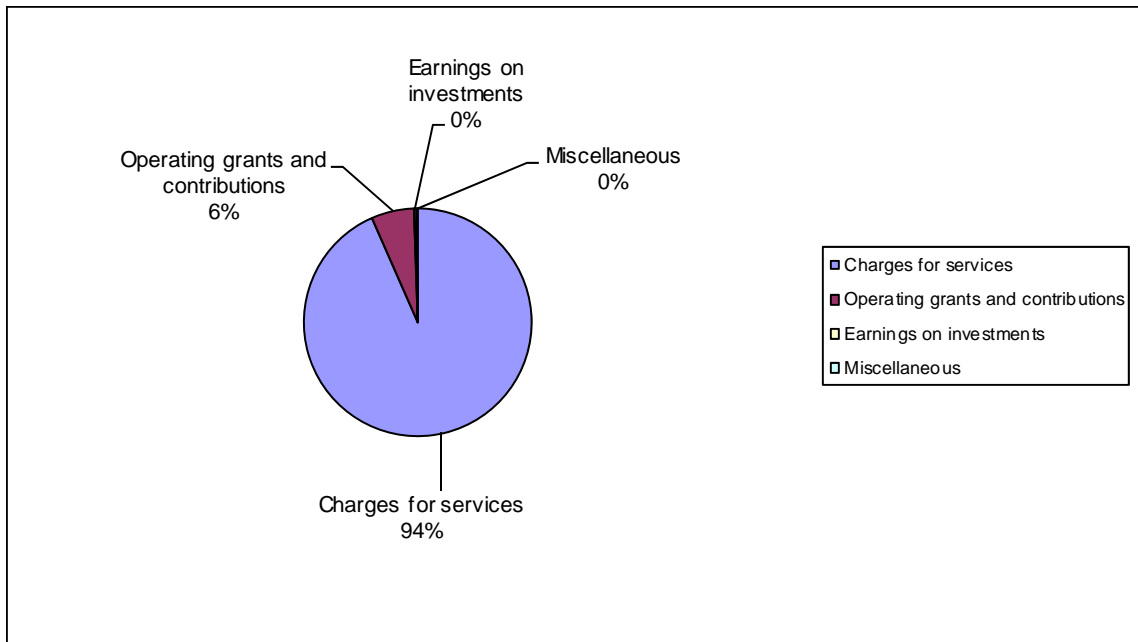
- Service revenue for the business-type activities increased by \$211,789 or 5% over the previous year. The increase is due primarily to the planned second phase across the board rate increase for water and sewer utility service enacted by the City Council. In addition, continued easing in state water restrictions due to the extreme prior California drought has resulted in improved water sales by the City, as well.
- Operating grants and developer contributions for the business-type activities increased by \$70,987 or 36% over the previous year. The substantial increase is directly related to a large planned residential housing development in the northwest section of the City. Water and sewer impact fees related to the development were assessed and paid by the developer during the current fiscal year.
- Expenses of the Water Enterprise Fund increased by \$128,546 to \$1,852,699 during the year. The increase is due to higher labor and related benefit costs, primarily resulting from the reallocation of employee time from the Sewer Enterprise Fund during the fiscal year. In addition, the fund incurred higher utility, depreciation and administrative costs as compared to the prior fiscal year, offset by lower outside consulting service fees and facility repair costs.
- Expenses of the Sewer Enterprise Fund decreased by \$49,351 or 3% from the prior fiscal year. The decrease can be attributed to lower employment costs as more labor resources were allocated to the Water Enterprise Fund during the fiscal year, coupled with lower costs paid for outside consulting services. These decreases were partially offset by an approximate \$35,000 increase in utility costs as compared to the prior fiscal year.
- Expenses of the Refuse Enterprise Fund increased by \$23,710 or 3% from the prior fiscal year. The increase is due almost exclusively to higher employment costs as compared to the prior fiscal year.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

Expenses and Program Revenue – Business-Type Activities



Revenue by Source – Business-Type Activities



**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

FINANCIAL ANALYSIS OF CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$4,514,835, a decrease of \$23,564 in comparison with the prior year. Of this total amount, \$3,810,980 is either nonspendable, restricted, committed or assigned to various projects and activities of the City, leaving an overall unassigned fund balance of \$703,855 at June 30, 2018. This represents an increase of \$675,990 over the prior year unassigned fund balance of \$27,865 at June 30, 2017.

The General Fund is the chief operating fund of the City. As a measure of the General Fund's liquidity, it may be useful to compare the unassigned fund balance to total fund expenditures. Current year expenditures for the General Fund total \$2,004,495 at June 30, 2018; the unassigned General Fund balance is currently showing a balance of \$977,989 at June 30, 2018.

The fund balance of the City's General Fund increased by \$722,521 during the current fiscal year. The following provides an explanation of revenues by source that changed significantly over the prior year.

**Revenue by Source
GENERAL FUND**

	FY2018		FY2017		Increase/(Decrease)	
	Amount	Percent of	Amount	Percent of	Amount	Percent of
		Total		Total		Total
Taxes	\$ 1,740,458	73.14%	\$ 1,562,837	72.37%	\$ 177,621	80.75%
Licenses and permits	148,502	6.24%	132,933	6.16%	15,569	7.08%
Intergovernmental	99,455	4.18%	97,599	4.52%	1,856	0.84%
Charges for services	136,189	5.72%	160,649	7.44%	(24,460)	-11.12%
Fines	86,148	3.62%	91,579	4.24%	(5,431)	-2.47%
Revenue from the use of money and property	97,156	4.08%	71,627	3.32%	25,529	11.61%
Proceeds from sale of capital assets	39,266	1.65%	2,671	0.12%	36,595	16.64%
Miscellaneous	<u>32,361</u>	<u>1.36%</u>	<u>39,679</u>	<u>1.84%</u>	<u>(7,318)</u>	<u>-3.33%</u>
Total	<u>\$ 2,379,535</u>	<u>100.00%</u>	<u>\$ 2,159,574</u>	<u>100.00%</u>	<u>\$ 219,961</u>	<u>100.00%</u>

- Taxes increased by \$177,621 or 11% as compared to the prior fiscal year. The increase is attributable to higher sales tax revenue received as the result of several new retail business establishments opening during the current and prior fiscal years, coupled with higher property tax revenue.
- Licenses and permits revenue increased by \$15,569 or 12% from the prior year. The growth in revenue can be attributed to an increase in building and encroachment permits issued over the prior fiscal year.
- Charges for services decreased \$24,460 or 15%. The significant decrease is due to lower planning and zoning fee revenue received during the year. Several new retail establishments were zoned by the City on the Highway 33 corridor in the prior fiscal year and, subsequently, constructed during the current fiscal year.
- Revenue from fines decreased \$5,431 or 6% from the prior fiscal year. Police service revenue from fines for repossessed vehicles and forfeitures dropped from the prior fiscal year due in part to continuing successful efforts by the department to reduce these particular violations through community education.
- The \$25,529 increase in revenue from the use of money and property is attributable to higher rent income received for City owned properties, which includes the addition of a new tenant and a large monthly rate increase for a continuing tenant during the year. In addition, income from the renting of City park venues increased significantly as compared to the prior year.
- Insurance proceeds of \$38,461 for a disposition of a police vehicle represent the majority of proceeds from the disposal of City capital assets received during the current fiscal year.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

The following provides an explanation of expenditures by function that changed significantly over the prior year:

**Expenditures by Function
GENERAL FUND**

	FY2018		FY2017		Increase/(Decrease)	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
General government	\$ 315,858	15.76%	\$ 506,405	20.14%	\$ (190,547)	37.41%
Public safety	1,156,904	57.72%	1,446,794	57.55%	(289,890)	56.91%
Public works	33,606	1.68%	77,908	3.10%	(44,302)	8.70%
Building and planning	134,254	6.70%	133,269	5.30%	985	-0.19%
Parks and recreation	212,782	10.62%	204,026	8.12%	8,756	-1.72%
Capital outlay	10,688	0.53%	-	0.00%	10,688	-2.10%
Debt Service	140,403	7.00%	145,463	5.79%	(5,060)	0.99%
Total	\$ 2,004,495	100.00%	\$ 2,513,865	100.00%	\$ (509,370)	100.00%

- General government expenditures decreased by \$190,547 to \$315,858. The decrease is due almost exclusively to the shifting of a contract with the County of Fresno for fire protection services from the General Fund to the Development Fees Special Revenue Fund during the year, resulting in an \$180,542 reduction in General Government expenditures for the current fiscal year. In addition, lower legal and administrative fees contributed to the overall decrease in expenditures as compared to last year.
- Public safety expenditures decreased by \$289,890 from the previous fiscal year. The significant decrease is due primarily to lower reserve officer salaries and related expense, coupled with the partial shifting of wages and benefits for front-line officers from the General Fund to several special revenue funds dedicated to public safety during the current fiscal year due to the availability of resources in those funds.
- Parks and recreation expenditures increased by \$8,756 to \$212,782 over the prior fiscal year. The increase is attributable to higher employment expense and park utility costs incurred during the current fiscal year.
- Capital outlay for the fiscal year ended June 30, 2018 consists of the General Fund's shared cost of an administrative vehicle purchased jointly with the Water and Sewer Enterprise funds on May 21, 2018.
- Debt service payments decreased by \$5,060 to \$140,403 from the prior fiscal year. The decrease is in-line with required debt service payments for principal and interest on existing General Fund debt obligations.

The Home Investment Partnership Program Special Revenue Fund has a total fund deficit of \$8,703. The net increase in fund balance during the current year was \$2, representing interest earnings. The fund had no activity during the current fiscal year due to lack of new funding.

The Measure C Special Revenue Fund has a total fund balance of \$208,633, all of which is restricted to street maintenance and road improvement projects. The net decrease in fund balance during the current fiscal year was \$669,345. Several of the City's road infrastructure projects during the fiscal year did not receive federal or state grant funding to offset the project cost. Consequently, in addition to current year Measure C revenue, the City utilized prior year available fund balances to fund these projects during the current fiscal year. Of the \$384,907 in apportioned sales tax revenue received through Measure C, the City utilized \$291,046 in general road maintenance during the current fiscal year, with the remaining revenue utilized on the above mentioned capital improvement projects.

The Gas Tax Special Revenue Fund has a total fund balance of \$180,725 as of June 30, 2018, which is a decrease of \$312,767 from the prior year balance of \$493,492, and which all is restricted to street maintenance and road improvement. As with the Measure C fund discussed above, the decrease is due to the commencement and/or completion of several road infrastructure projects during the current fiscal year that did not receive federal or state grant funding. As a result, the City not only utilized all state gas tax revenues apportioned during the fiscal year, but invaded prior year available fund balances to fully fund the projects, resulting in a decrease in the year-end fund balance.

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

The CDBG Program Special Revenue Fund has a total fund balance of \$341,310, all of which is restricted to housing and development. The net fund balance increased by \$405 during the current fiscal year due solely to interest earnings on its invested cash. The fund did not commence or enter into any new housing projects with local developers during the current fiscal year.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Factors concerning these funds have already been addressed in the discussion of Government-Wide Financial Analysis of business-type activities.

GENERAL FUND BUDGETARY HIGHLIGHTS

At the end of the fiscal year, actual expenditures were \$243,521 lower than the final budgetary appropriations. The lower expenditure variance is due to several factors. First, the City determined after the budget for the fiscal year ended June 30, 2018 was approved that funds available in a special revenue fund could be utilized to pay the annual contract fee with the County of Fresno to provide fire protection services for the City. As a result, the \$180,542 County fire protection fee was paid using special revenue funds instead of utilizing General Fund resources as originally budgeted. Resulting in the primary reason for the overall budget variance of \$243,521. In addition, approximately \$150,000 in salaries and benefits for the City police department originally budgeted to be paid by the General Fund were, instead, charged to special revenue funds dedicated to public safety during the course of the fiscal year, adding to the overall favorable variance. These favorable variances were partially offset by a \$116,640 negative variance related to debt service expenditures. Principal reduction payments for the Warkentine legal settlement and the early pay-off of a police vehicle loan with Westamerica Bank were inadvertently not budgeted for the fiscal year ended June 30, 2018.

During the year, actual revenues were \$111,466 higher than the final budgetary estimates. The revenue variance is due primarily to higher sales tax revenue collected during the course of the fiscal year than originally budgeted for. New national retail establishments opened along the City's State Highway 33 corridor in the current and prior fiscal years is the primary reason for the increase in sales tax revenue.

CAPITAL ASSETS AND LONG-TERM OBLIGATIONS

Capital Assets. The City's investment in capital assets of its governmental and business-type activities as of June 30, 2018, amounts to \$29,225,792 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, infrastructure, land improvements, building and improvements, and equipment. The total decrease in the City's investments in capital assets for the current year is approximately three percent.

City of Mendota's Capital Assets

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Land	\$ 357,322	\$ 357,322	\$ 2,098,220	\$ 2,098,220	\$ 2,455,542	\$ 2,455,542
Construction in progress	73,331	541,091	333,455	45,806	406,786	586,897
Infrastructure - non depreciable	-	-	61,425	61,425	61,425	61,425
Infrastructure - depreciable	12,069,535	9,464,530	9,443,993	9,391,202	21,513,528	18,855,732
Land improvements	4,585,147	4,585,147	10,274,882	10,268,022	14,860,029	14,853,169
Buildings and improvements	1,430,536	1,414,456	2,982,722	2,910,182	4,413,258	4,324,638
Equipment	2,057,847	1,760,155	-	-	2,057,847	1,760,155
Less: accumulated depreciation	(6,995,580)	(6,142,691)	(9,547,043)	(9,025,864)	(16,542,623)	(15,168,555)
Total capital assets	<u>\$ 13,578,138</u>	<u>\$ 11,980,010</u>	<u>\$ 15,647,654</u>	<u>\$ 15,748,993</u>	<u>\$ 29,225,792</u>	<u>\$ 27,729,003</u>

**CITY OF MENDOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018**

CAPITAL ASSETS AND LONG-TERM OBLIGATIONS (Continued)

Capital Assets (Continued)

This year's additions include:

Completion of the Derrick & 7th Street road construction	\$ 1,077,341
Completion of the 8th Street road construction	470,358
Completion of a City-wide road pavement sealing project	628,065
Commencement of the Black, Fleming & McCabe Street reconstruction	29,250
Completed acquisition of an electric aircraft and hangar facilities	261,464
Continued engineering work on a bridge reconstruction project	129,600
Continued work on a sewer lift improvement project	151,159
Commencement of an automated water meter reading project	6,890
Completion of a water well reconditioning project	52,792
Acquisition of a John Deere backhoe loader	102,047
Acquisition of a work truck and administrative vehicle	68,376
Various other equipment acquisitions	<u>34,494</u>
Total additions	<u>\$ 3,011,836</u>

For further information, see Note 5 of the financial statements on pages 45 through 46 of this report.

Long-term debt. At the end of the current fiscal year, the City of Mendota has total debt outstanding of \$5,921,737. Of this amount, \$582,129 is the liability of governmental activities and \$5,339,608 is the liability of business-type activities.

City of Mendota's Outstanding Debt

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>06/30/2018</u>	<u>06/30/2017</u>	<u>06/30/2018</u>	<u>06/30/2017</u>	<u>06/30/2018</u>	<u>06/30/2017</u>
Revenue bonds payable	\$ -	\$ -	\$ 4,691,427	\$ 4,837,746	\$ 4,691,427	\$ 4,837,746
Loans payable	506,654	635,901	569,539	627,630	1,076,193	1,263,531
Capital leases	-	-	31,600	2,523	31,600	2,523
Compensated absences	<u>75,475</u>	<u>64,638</u>	<u>47,042</u>	<u>38,743</u>	<u>122,517</u>	<u>103,381</u>
Total long-term liabilities	<u>\$ 582,129</u>	<u>\$ 700,539</u>	<u>\$ 5,339,608</u>	<u>\$ 5,506,642</u>	<u>\$ 5,921,737</u>	<u>\$ 6,207,181</u>

Additional information on the City's long-term debt can be found in Note 6 of the financial statements on pages 47 through 51 of this report.

ECONOMIC FACTORS AND NEXT FIVE YEARS' BUDGETS AND RATES

In preparing the budget for the next fiscal year, the following factors were taken into consideration:

- No employee salary adjustments for the current year.
- Health care adjustments of less than 2.50 percent.
- Increases in intergovernmental revenue to be received on various programs from the State of California. Property tax revenue and sales tax increase due to additions of new retailers in the City and an easing of the effects of drought on the local economy in and around the City of Mendota.

REQUESTS FOR INFORMATION

This report is designed to provide an overview of the City's finances for those with an interest in this area. Any questions concerning the information found in this report or requests for additional information should be directed to the Director of Finance, City of Mendota, 643 Quince Street, Mendota, CA 93640.

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

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CITY OF MENDOTA

**STATEMENT OF NET POSITION
JUNE 30, 2018**

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 4,934,040	\$ 2,655,139	\$ 7,589,179
Receivables	2,342,630	447,984	2,790,614
Prepaid expenses	28,697	-	28,697
Internal balances	118,371	(118,371)	-
Restricted assets:			
Cash and cash equivalents	-	631,751	631,751
Capital assets:			
Nondepreciable	430,653	2,493,100	2,923,753
Depreciable (net)	<u>13,147,485</u>	<u>13,154,554</u>	<u>26,302,039</u>
Total assets	<u>21,001,876</u>	<u>19,264,157</u>	<u>40,266,033</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension deferrals	<u>48,274</u>	<u>69,872</u>	<u>118,146</u>
Total deferred outflows of resources	<u>48,274</u>	<u>69,872</u>	<u>118,146</u>
LIABILITIES			
Accounts payable	771,398	267,596	1,038,994
Deposits	3,796	174,943	178,739
Accrued interest	4,086	121,465	125,551
Long-term liabilities:			
Portion due or payable within one year:			
Compensated absences payable	33,457	17,338	50,795
Capital lease payable	-	5,777	5,777
Revenue bonds payable	-	157,000	157,000
Loans payable	27,719	61,011	88,730
Settlement payable	60,000	-	60,000
Portion due or payable after one year:			
Compensated absences payable	42,018	29,704	71,722
Capital lease payable	-	25,823	25,823
Revenue bonds payable	-	4,534,427	4,534,427
Loans payable	298,935	508,528	807,463
Settlement payable	<u>120,000</u>	<u>-</u>	<u>120,000</u>
Total liabilities	<u>1,361,409</u>	<u>5,903,612</u>	<u>7,265,021</u>
NET POSITION			
Net investment in capital assets	13,251,484	10,355,088	23,606,572
Restricted for:			
Redevelopment and housing	2,698,168	-	2,698,168
Public safety	1,416,351	-	1,416,351
Highways and streets	1,287,228	-	1,287,228
Parks and recreation	276,139	-	276,139
Debt service reserve	-	631,751	631,751
Unrestricted	<u>759,371</u>	<u>2,443,578</u>	<u>3,202,949</u>
Total net position	<u>\$ 19,688,741</u>	<u>\$ 13,430,417</u>	<u>\$ 33,119,158</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>Expenses</u>	<u>Program Revenues</u>		
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>
Functions/Programs				
Governmental Activities:				
General government	\$ 368,593	\$ 34,635	\$ -	\$ -
Public safety	1,870,619	205,758	139,416	-
Municipal airport	32,244	-	10,000	260,384
Highways and streets	659,100	14,553	303,848	943,773
Public works	668,032	135,487	-	99,455
Building and planning	134,087	226,990	-	-
Parks and recreation	369,857	96,880	-	-
Redevelopment and housing	10,730	-	-	-
Interest and fiscal charges	<u>7,863</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total governmental activities	<u>4,121,125</u>	<u>714,303</u>	<u>453,264</u>	<u>1,303,612</u>
Business-Type Activities:				
Water	1,852,699	1,942,738	169,222	-
Sewer	1,378,606	1,448,230	93,483	-
Refuse	720,985	735,362	5,000	-
Mendota Joint Powers Financing Authority	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total business-type activities	<u>3,952,290</u>	<u>4,126,330</u>	<u>267,705</u>	<u>-</u>
Total City of Mendota	<u>\$ 8,073,415</u>	<u>\$ 4,840,633</u>	<u>\$ 720,969</u>	<u>\$ 1,303,612</u>

General revenues:

- Taxes:
 - Property taxes
 - Sales tax
 - Franchise taxes
 - Other taxes
- Revenue from the use of money and property
- Miscellaneous
- Gain on sale of assets
- Transfers

Total general revenues

Change in net position

Net position - beginning

Net position - ending

CITY OF MENDOTA

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018
(Continued)**

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-Type Activities	Total
\$ (333,958)	\$ -	\$ (333,958)
(1,525,445)	-	(1,525,445)
238,140	-	238,140
603,074	-	603,074
(433,090)	-	(433,090)
92,903	-	92,903
(272,977)	-	(272,977)
(10,730)	-	(10,730)
<u>(7,863)</u>	<u>-</u>	<u>(7,863)</u>
<u>(1,649,946)</u>	<u>-</u>	<u>(1,649,946)</u>
-	259,261	259,261
-	163,107	163,107
-	19,377	19,377
<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>441,745</u>	<u>441,745</u>
<u>(1,649,946)</u>	<u>441,745</u>	<u>(1,208,201)</u>
1,164,833	-	1,164,833
617,690	-	617,690
116,327	-	116,327
900,525	-	900,525
105,936	14,805	120,741
60,920	8,394	69,314
39,266	1,936	41,202
<u>338,705</u>	<u>(338,705)</u>	<u>-</u>
<u>3,344,202</u>	<u>(313,570)</u>	<u>3,030,632</u>
1,694,256	128,175	1,822,431
<u>17,994,485</u>	<u>13,302,242</u>	<u>31,296,727</u>
<u>\$ 19,688,741</u>	<u>\$ 13,430,417</u>	<u>\$ 33,119,158</u>

The notes to the basic financial statements are an integral part of this statement.

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FUND FINANCIAL STATEMENTS

CITY OF MENDOTA

**BALANCE SHEET – GOVERNMENTAL FUNDS
JUNE 30, 2018**

	General	Gas Tax Special Revenue Fund	Measure C Special Revenue Fund	HOME Investment Partnership Program Special Revenue Fund	CDBG Program Special Revenue Fund	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash and cash equivalents	\$ 808,757	\$ 409,974	\$ 537,943	\$ -	\$ 341,076	\$ 2,836,290	\$ 4,934,040
Receivables	183,979	25,324	22,480	1,184,448	816,127	110,272	2,342,630
Due from other funds	162,997	-	-	-	-	-	162,997
Prepaid expenses	28,697	-	-	-	-	-	28,697
Total assets	\$ 1,184,430	\$ 435,298	\$ 560,423	\$ 1,184,448	\$ 1,157,203	\$ 2,946,562	\$ 7,468,364
LIABILITIES							
Accounts payable	\$ 51,798	\$ 254,573	\$ 351,790	\$ -	\$ -	\$ 113,237	\$ 771,398
Deposits	3,796	-	-	-	-	-	3,796
Due to other funds	-	-	-	8,704	-	13,209	21,913
Settlement payable - current	60,000	-	-	-	-	-	60,000
Advances from other funds	22,713	-	-	-	-	-	22,713
Total liabilities	138,307	254,573	351,790	8,704	-	126,446	879,820
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue	-	-	-	-	-	73,369	73,369
Unavailable revenue - loans	-	-	-	1,184,447	815,893	-	2,000,340
Total deferred inflows of resources	-	-	-	1,184,447	815,893	73,369	2,073,709
FUND BALANCES (DEFICIT)							
Nonspendable:							
Prepaid expenses	28,697	-	-	-	-	-	28,697
Restricted for:							
Redevelopment and housing	-	-	-	-	341,310	356,518	697,828
Public safety	-	-	-	-	-	1,416,351	1,416,351
Highways and streets	-	180,725	208,633	-	-	824,501	1,213,859
Parks and recreation	-	-	-	-	-	276,139	276,139
Assigned to:							
Public Safety	1,633	-	-	-	-	19,739	21,372
Highways and streets	37,804	-	-	-	-	118,930	156,734
Unassigned	977,989	-	-	(8,703)	-	(265,431)	703,855
Total fund balances (deficit)	1,046,123	180,725	208,633	(8,703)	341,310	2,746,747	4,514,835
Total liabilities, deferred inflows of resources, and fund balances (deficit)	\$ 1,184,430	\$ 435,298	\$ 560,423	\$ 1,184,448	\$ 1,157,203	\$ 2,946,562	\$ 7,468,364

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
GOVERNMENT-WIDE STATEMENT OF NET POSITION
JUNE 30, 2018**

Total fund balances - governmental funds	\$ 4,514,835
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds. The cost of the assets is \$20,573,718 and the accumulated depreciation is \$6,995,580.	13,578,138
Other long-term assets are not available to pay for current period expenditures and, therefore, are deferred in the funds.	2,073,709
Interest payable on long-term debt does not require current financial resources; therefore, interest payable is not reported as a liability in the governmental funds balance sheet.	(4,086)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds. Long-term liabilities at year-end consist of:	
Loan payable	(326,654)
Settlement payable	(120,000)
Compensated absences	<u>(75,475)</u> (522,129)
Pension related deferred outflows of resources are not due in the current period and, therefore, are not reported in the funds.	<u>48,274</u>
Net position of governmental activities	<u>\$ 19,688,741</u>

CITY OF MENDOTA

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	General	Gas Tax Special Revenue Fund	Measure C Special Revenue Fund	HOME Investment Partnership Program Special Revenue Fund	CDBG Program Special Revenue Fund	Other Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	\$ 1,740,458	\$ -	\$ 368,142	\$ -	\$ -	\$ 617,406	\$ 2,726,006
Licenses and permits	148,502	-	-	-	-	343,464	491,966
Intergovernmental	99,455	374,699	746,152	-	-	536,570	1,756,876
Charges for services	136,189	-	-	-	-	-	136,189
Fines	86,148	-	-	-	-	-	86,148
Loan repayments	-	-	-	-	-	95,170	95,170
Revenue from the use of money and property	97,156	921	801	2	749	6,307	105,936
Miscellaneous	32,361	-	-	-	-	28,359	60,720
Total revenues	2,340,269	375,620	1,115,095	2	749	1,627,276	5,459,011
EXPENDITURES							
Current:							
General government	315,858	-	-	-	-	-	315,858
Public safety	1,156,904	-	-	-	-	658,602	1,815,506
Municipal airport	-	-	-	-	-	10,243	10,243
Highways and streets	-	115,794	291,045	-	-	264,114	670,953
Public works	33,606	-	-	-	-	-	33,606
Building and planning	134,254	-	-	-	-	-	134,254
Parks and recreation	212,782	-	-	-	-	28,160	240,942
Redevelopment and housing	-	-	-	-	-	10,730	10,730
Capital outlay	10,688	572,593	1,493,395	-	-	411,375	2,488,051
Debt service:							
Principal	129,247	-	-	-	-	-	129,247
Interest	11,156	-	-	-	-	-	11,156
Total expenditures	2,004,495	688,387	1,784,440	-	-	1,383,224	5,860,546
Excess (deficiency) of revenues over (under) expenditures	335,774	(312,767)	(669,345)	2	749	244,052	(401,535)
OTHER FINANCING SOURCES (USES)							
Proceeds from sale of capital assets	39,266	-	-	-	-	-	39,266
Transfers in	347,481	-	-	-	-	-	347,481
Transfers out	-	-	-	-	-	(8,776)	(8,776)
Total other financing sources (uses)	386,747	-	-	-	-	(8,776)	377,971
Net change in fund balances	722,521	(312,767)	(669,345)	2	749	235,276	(23,564)
Fund balances (deficit) - beginning	323,602	493,492	877,978	(8,705)	340,561	2,511,471	4,538,399
Fund balances (deficit) - ending	\$ 1,046,123	\$ 180,725	\$ 208,633	\$ (8,703)	\$ 341,310	\$ 2,746,747	\$ 4,514,835

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018**

Net change in fund balances - total governmental funds	\$ (23,564)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeds depreciation expense in the current period.	1,598,128
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of the governmental funds. Neither transaction, however, has any effect on net position.	129,247
In the statement of activities, compensated absences are measured by the amounts earned during the year. In governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially the amounts paid).	(10,837)
Prior year unavailable revenues previously recognized in the statement of activities were recognized in the governmental funds in the current fiscal year when made available.	(94,970)
Intergovernmental receivables not considered available in the current year in the governmental funds are recognized as revenue in the statement of activities.	73,369
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	2,036
Changes to the pension related deferred outflows do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	<u>20,847</u>
Change in net position of governmental activities	<u>\$ 1,694,256</u>

CITY OF MENDOTA

**STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2018**

	Business-Type Activities -- Enterprise Funds				Total
	Water Fund	Sewer Fund	Sanitation Fund	Mendota Joint Powers Financing Authority	
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 1,366,180	\$ 1,288,959	\$ -	\$ -	\$ 2,655,139
Accounts receivable, net	204,273	164,265	77,590	-	446,128
Interest receivable	935	921	-	-	1,856
Total current assets	<u>1,571,388</u>	<u>1,454,145</u>	<u>77,590</u>	<u>-</u>	<u>3,103,123</u>
Noncurrent assets:					
Advances to other funds	-	45,426	-	-	45,426
Restricted assets:					
Cash and cash equivalents	-	631,751	-	-	631,751
Capital assets:					
Nondepreciable	215,771	2,277,329	-	-	2,493,100
Depreciable (net)	<u>5,634,082</u>	<u>7,520,472</u>	<u>-</u>	<u>-</u>	<u>13,154,554</u>
Total noncurrent assets	<u>5,849,853</u>	<u>10,474,978</u>	<u>-</u>	<u>-</u>	<u>16,324,831</u>
Total assets	<u>7,421,241</u>	<u>11,929,123</u>	<u>77,590</u>	<u>-</u>	<u>19,427,954</u>
DEFERRED OUTFLOWS OF RESOURCES					
Pension deferrals	<u>44,116</u>	<u>22,353</u>	<u>3,403</u>	<u>-</u>	<u>69,872</u>
Total deferred outflows of resources	<u>44,116</u>	<u>22,353</u>	<u>3,403</u>	<u>-</u>	<u>69,872</u>
LIABILITIES					
Current liabilities:					
Accounts payable	57,814	155,302	54,480	-	267,596
Deposits	174,943	-	-	-	174,943
Due to other funds	-	-	141,084	-	141,084
Accrued interest	11,993	109,472	-	-	121,465
Compensated absences payable	7,913	7,953	1,472	-	17,338
Capital lease payable	-	5,777	-	-	5,777
Revenue bonds payable	-	157,000	-	-	157,000
Loans payable	<u>44,000</u>	<u>17,011</u>	<u>-</u>	<u>-</u>	<u>61,011</u>
Total current liabilities	<u>296,663</u>	<u>452,515</u>	<u>197,036</u>	<u>-</u>	<u>946,214</u>
Noncurrent liabilities:					
Advances from other funds	22,713	-	-	-	22,713
Compensated absences payable	14,333	14,241	1,130	-	29,704
Capital lease payable	-	25,823	-	-	25,823
Revenue bonds payable	-	4,534,427	-	-	4,534,427
Loans payable	<u>489,000</u>	<u>19,528</u>	<u>-</u>	<u>-</u>	<u>508,528</u>
Total noncurrent liabilities	<u>526,046</u>	<u>4,594,019</u>	<u>1,130</u>	<u>-</u>	<u>5,121,195</u>
Total liabilities	<u>822,709</u>	<u>5,046,534</u>	<u>198,166</u>	<u>-</u>	<u>6,067,409</u>
NET POSITION (DEFICIT)					
Net investment in capital assets	5,316,853	5,038,235	-	-	10,355,088
Restricted for:					
Debt service	-	631,751	-	-	631,751
Unrestricted	<u>1,325,795</u>	<u>1,234,956</u>	<u>(117,173)</u>	<u>-</u>	<u>2,443,578</u>
Total net position (deficit)	<u>\$ 6,642,648</u>	<u>\$ 6,904,942</u>	<u>\$ (117,173)</u>	<u>\$ -</u>	<u>\$ 13,430,417</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
FUND NET POSITION – PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	Business-Type Activities -- Enterprise Funds				Total
	Water Fund	Sewer Fund	Sanitation Fund	Mendota Joint Powers Financing Authority	
Operating revenues:					
Charges for services	\$ 1,942,713	\$ 1,448,230	\$ 735,362	\$ -	\$ 4,126,305
Miscellaneous	<u>1,584</u>	<u>6,835</u>	<u>5,000</u>	<u>-</u>	<u>13,419</u>
Total operating revenues	<u>1,944,297</u>	<u>1,455,065</u>	<u>740,362</u>	<u>-</u>	<u>4,139,724</u>
Operating expenses:					
Wages and benefits	689,542	373,671	73,614	-	1,136,827
Maintenance and supplies	814,905	477,633	646,496	-	1,939,034
Depreciation	324,489	300,636	-	-	625,125
Amortization	-	4,681	-	-	4,681
Bad debt	<u>(1,110)</u>	<u>1,445</u>	<u>875</u>	<u>-</u>	<u>1,210</u>
Total operating expenses	<u>1,827,826</u>	<u>1,158,066</u>	<u>720,985</u>	<u>-</u>	<u>3,706,877</u>
Operating income (loss)	<u>116,471</u>	<u>296,999</u>	<u>19,377</u>	<u>-</u>	<u>432,847</u>
Nonoperating revenue (expenses):					
Developer fees	169,222	93,483	-	-	262,705
Interest income	2,989	7,796	-	4,023	14,808
Interest expense	(24,876)	(220,540)	-	-	(245,416)
Gain (loss) on sale of assets	<u>690</u>	<u>1,246</u>	<u>-</u>	<u>-</u>	<u>1,936</u>
Total nonoperating revenues (expenses)	<u>148,025</u>	<u>(118,015)</u>	<u>-</u>	<u>4,023</u>	<u>34,033</u>
Income before transfers	264,496	178,984	19,377	4,023	466,880
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>(338,705)</u>	<u>(338,705)</u>
Change in net position	264,496	178,984	19,377	(334,682)	128,175
Net position (deficit) - beginning	<u>6,378,152</u>	<u>6,725,958</u>	<u>(136,550)</u>	<u>334,682</u>	<u>13,302,242</u>
Net position (deficit) - ending	<u>\$ 6,642,648</u>	<u>\$ 6,904,942</u>	<u>\$ (117,173)</u>	<u>\$ -</u>	<u>\$ 13,430,417</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	Business-Type Activities -- Enterprise Funds				Total
	Water Fund	Sewer Fund	Sanitation Fund	Mendota Joint Powers Financing Authority	
Cash flow from operating activities:					
Cash received from customers	\$ 1,944,172	\$ 1,474,057	\$ 738,301	\$ -	\$ 4,156,530
Cash payments to suppliers	(850,129)	(358,457)	(646,922)	-	(1,855,508)
Cash payments to employees	(713,856)	(377,677)	(75,114)	-	(1,166,647)
Other operating cash receipts	<u>1,584</u>	<u>6,835</u>	<u>5,000</u>	<u>-</u>	<u>13,419</u>
Net cash provided (used) by operating activities	<u>381,771</u>	<u>744,758</u>	<u>21,265</u>	<u>-</u>	<u>1,147,794</u>
Cash flow from noncapital financing activities:					
Loans from/(to) other funds	(87,080)	(10,340)	(21,265)	192,250	73,565
Transfers to other funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>(338,705)</u>	<u>(338,705)</u>
Net cash provided (used) by noncapital financing activities	<u>(87,080)</u>	<u>(10,340)</u>	<u>(21,265)</u>	<u>(146,455)</u>	<u>(265,140)</u>
Cash flow from capital and related financing activities:					
Cash received from developers	169,222	93,483	-	-	262,705
Proceeds from sale of capital assets	690	1,246	-	-	1,936
Proceeds from incurrence of capital debt	-	32,065	-	-	32,065
Principal and interest paid on capital debt	(67,821)	(393,993)	-	-	(461,814)
Acquisition or construction of capital assets	<u>(292,759)</u>	<u>(231,027)</u>	<u>-</u>	<u>-</u>	<u>(523,786)</u>
Net cash provided (used) by capital and related financing activities	<u>(190,668)</u>	<u>(498,226)</u>	<u>-</u>	<u>-</u>	<u>(688,894)</u>
Cash flow from investing activities:					
Interest and dividends on investments	<u>2,419</u>	<u>7,213</u>	<u>-</u>	<u>4,047</u>	<u>13,679</u>
Net cash provided (used) by investing activities	<u>2,419</u>	<u>7,213</u>	<u>-</u>	<u>4,047</u>	<u>13,679</u>
Net increase (decrease) in cash	106,442	243,405	-	(142,408)	207,439
Cash and cash equivalents, July 1, 2017	<u>1,259,738</u>	<u>1,677,305</u>	<u>-</u>	<u>142,408</u>	<u>3,079,451</u>
Cash and cash equivalents, June 30, 2018	<u>\$ 1,366,180</u>	<u>\$ 1,920,710</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,286,890</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**STATEMENT OF CASH FLOWS
 PROPRIETARY FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018
 (Continued)**

**Reconciliation of Operating Income (Loss) to Net Cash
 Provided (Used) by Operating Activities**

	Business-Type Activities -- Enterprise Funds				Total
	Water Fund	Sewer Fund	Sanitation Fund	Mendota Joint Powers Financing Authority	
Operating income (loss)	\$ 116,471	\$ 296,999	\$ 19,377	\$ -	\$ 432,847
<i>Adjustments to reconcile operating income (loss) to net cash used by operating activities:</i>					
Depreciation and amortization	324,489	305,317	-	-	629,806
Bad debt expense	(1,110)	1,445	875	-	1,210
<i>Change in assets and liabilities:</i>					
Decrease (increase) in receivables	(12,066)	25,827	2,939	-	16,700
Decrease (increase) in prepaid expenses	795	571	-	-	1,366
Decrease (increase) in pension deferred outflows	(28,199)	-	-	-	(28,199)
Increase (decrease) in accounts payable	(36,019)	(7,802)	(2,118)	-	(45,939)
Increase (decrease) in compensated absences	3,885	118,605	(426)	-	122,064
Increase (decrease) in customer deposits	13,525	3,796	618	-	17,939
Net cash provided (used) by operating activities	<u>\$ 381,771</u>	<u>\$ 744,758</u>	<u>\$ 21,265</u>	<u>\$ -</u>	<u>\$ 1,147,794</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2018**

	<u>Pension Trust Fund</u>
ASSETS	
Cash and cash equivalents:	
Held with fiscal agent	\$ 1,049,338
Loans receivable	<u>124,780</u>
 Total assets	 <u>\$ 1,174,118</u>
NET POSITION	
Held in trust for pension benefits	\$ <u>1,174,118</u>
 Total net position	 <u>\$ 1,174,118</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF MENDOTA

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>Pension Trust Fund</u>
ADDITIONS	
Investment earnings	\$ 88,309
Employee contributions	93,197
Employer contributions	<u>11,934</u>
Total additions	<u>193,440</u>
DEDUCTIONS	
Current:	
Plan fees	14,258
Withdrawals	<u>333,890</u>
Total deductions	<u>348,148</u>
Change in net position	(154,708)
Net position - beginning	<u>1,328,826</u>
Net position - ending	<u><u>\$ 1,174,118</u></u>

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NOTES TO THE BASIC FINANCIAL STATEMENTS

CITY OF MENDOTA

NOTES TO THE BASIC FINANCIAL STATEMENTS JUNE 30, 2018

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES

The basic financial statements of City of Mendota (the “City”) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the government’s accounting principles are described below.

Reporting Entity

The City was incorporated in 1942 as a general law city of the State of California and, as such, can exercise the powers specified by the constitution and laws of the State of California. The City is governed by an elected five-member City Council under the administration of an appointed City Manager. The City provides the following services: public safety; community services; planning and zoning; street construction and maintenance; water; refuse collection and disposal; sewer; street cleaning and general administrative services.

As required by generally accepted accounting principles and Governmental Accounting Standards Board (GASB) Statement No. 14, as amended by GASB Statement No. 39, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the government’s operations. Further, the City Council has significant influence over the operations of the component units and data from these units are combined with data of the primary government. The blended component units have a June 30 year-end.

Blended Component Unit

Mendota Joint Powers Financing Authority (the “Authority”) – The Authority was established by the Mendota City Council to facilitate the issuance of the City’s debt. The activity of the Mendota Joint Powers Financing Authority is reported in these financial statements as an enterprise fund.

Mendota Community Corporation (the “Corporation”) – The Corporation was incorporated in the State of California on April 13, 2015 by the Mendota City Council as a nonprofit entity under Internal Revenue Code Section 501(C)(3) to facilitate the receipt of tax deductible donations from the public to fund various philanthropic causes within the City of Mendota. The activity of the Mendota Community Corporation is reported in these financial statements as a special revenue fund.

Basis of Presentation

Management’s Discussion and Analysis – GASB Statement No. 34 requires that financial statements be accompanied by a narrative introduction and analytical overview of the City’s financial activities in the form of “management’s discussion and analysis” (MD&A). This analysis is similar to the analysis provided in the annual reports of private-sector organizations.

Government-Wide Financial Statements:

The statement of net position and the statement of activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City’s governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Basis of Presentation (Continued)

Fund Financial Statements:

The fund financial statements provide information about the City's funds. Separate statements for each fund category—*governmental, proprietary, and fiduciary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds; each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The City reports the following major governmental funds:

General Fund: This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Gas Tax Special Revenue Fund: This fund is used to account for the City's apportioned share of revenue assessed by the State of California on the sale of gasoline in the State. The funds are to be used exclusively for the maintenance and improvement of City streets and roads.

Measure C Special Revenue Fund: This fund is used to account for apportioned local sales tax revenues to be used exclusively for maintenance and improvement of the City's streets and roads.

HOME Investment Partnership Program Special Revenue Fund: This fund is used to account for grant funds received from the Federal Government for the purpose of developing viable urban communities and for the City's rehabilitation program.

Community Development Block Grants Program (CDBG Program) Special Revenue Fund: This fund is used to account for grant funds received from the Federal Government for the purpose of providing affordable loans to developers of low income housing within the City and, also, to provide direct housing loans to low income residents of the City.

The City reports the following major enterprise funds:

Water Fund: This fund is used to account for the activities of the City's water distribution operations.

Sewer Fund: This fund is used to account for the activities of the City's wastewater utility.

Sanitation Fund: This fund is used to account for the activities of the City's sanitation services.

Mendota Joint Powers Financing Authority Fund: This fund is used to account for certain public projects located within the City.

The City reports the following fiduciary fund types:

Pension Trust Fund: This fund is used to account for the City's pension plan.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting

Government-Wide, Proprietary, and Fiduciary Fund Financial Statements: The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus. The government-wide and proprietary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers certain revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, as well as compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. These investments are not specifically identified with any one fund. Interest is allocated to the individual funds on the basis of average cash balances.

Restricted Assets

Certain proceeds of general obligation debt and enterprise debt are classified as restricted assets on the balance sheet because their use is limited by applicable debt covenants. "Cash with Fiscal Agent" is used to report resources set aside for potential deficiencies in the repayment ability of the debt service fund and enterprise funds, and for payment of construction projects undertaken by the City.

Interfund Transactions

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)

Capital Assets

Capital assets, which include land, buildings and improvements, equipment, and infrastructure assets (e.g. roads, sidewalks, traffic lights and signals, street lights and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Such capital assets are recorded at historical cost. Donated capital assets are recorded at estimated fair value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

The City's policy has set the capitalization threshold for reporting capital assets as follows:

<u>Capital Assets</u>	<u>Minimum Threshold</u>
Land	\$ 100,000
Land improvements	5,000
Buildings	100,000
Building improvements	5,000
Vehicles	5,000
Equipment/machinery	5,000
Infrastructure	100,000
Utility systems	100,000
Information technology equipment	5,000

For capital assets, depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

<u>Capital Assets</u>	<u>Useful Life</u>
Land improvements	10-20 years
Buildings	25-40 years
Building improvements	25-40 years
Vehicles	5-10 years
Equipment/machinery	5-10 years
Infrastructure	20-40 years
Utility systems	25-40 years
Information technology equipment	3-5 years

The City has decided not to capitalize general infrastructure assets retroactively as allowed under paragraph 148 of GASB Statement No. 34.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Interest Payable

In the government-wide financial statements, interest payable of long-term debt is recognized as the liability is incurred for governmental fund types and proprietary fund types.

In the fund financial statements, proprietary fund types recognize the interest payable when the liability is incurred.

CITY OF MENDOTA

NOTES TO THE BASIC FINANCIAL STATEMENTS JUNE 30, 2018

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)

Unearned Revenue

In the government-wide financial statements, unearned revenue is recognized for transactions for which revenue has not yet been earned. Typically, transactions recorded as unearned revenue in the government-wide financial statements are long-term loans receivable and prepaid charges for services.

Unavailable Revenue

In the fund financial statements, unavailable revenue is recorded when transactions have not yet met the revenue recognition criteria based on the modified accrued basis of accounting. The City records unavailable revenue for transactions for which revenues have been earned but are not available to meet current financial obligations. Typical transactions for which unavailable revenue is recorded are property taxes earned but not yet available.

Compensated Absences

Compensated absences are recorded in accordance with GASB. Vested or accumulated compensated absences that are expected to be liquidated with current financial resources are reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of vested or accumulated compensated absences that are not expected to be liquidated with expendable available financial resources are reported in the governmental activities of the government-wide financial statements. Vested or accumulated compensated absences of proprietary funds are recorded as an expense and liability of those funds as the benefits accrue to employees.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position and Fund Balance

Net Position

In government-wide financial statements, net position is reported in three categories as follows:

- *Net Investment in Capital Assets* – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvements of the assets.
- *Restricted Net Position* – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.
- *Unrestricted Net Position* – This amount is all net position that does not meet the definition of “net investment in capital assets” or “restricted net position.”

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

CITY OF MENDOTA

NOTES TO THE BASIC FINANCIAL STATEMENTS JUNE 30, 2018

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)

Net Position and Fund Balance (Continued)

Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.
- Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council delegating this responsibility to the City Manager through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.
- Unassigned: This classification includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the City. This classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amount.

City Council establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as for special incentives). Assigned fund balance is established by the City Council through adoption or amendment of the budget as intended for specific purpose (such as the purchase of fixed assets, construction, debt service, or for other purposes).

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless City Council has provided otherwise in its commitment or assignment actions.

In the General Fund, the City strives to maintain an unassigned fund balance to be used for unanticipated emergencies of approximately 20% of the actual GAAP basis expenditures and other financing sources and uses.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 – ORGANIZATION AND ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)

Property Tax Calendar

Secured property taxes become a lien on the property as of January 1 and are levied in two equal installments: the first due November 1, and delinquent on December 11, and the second due February 1 and delinquent April 11. Property taxes on unsecured property are due on the lien date of March 1 and become delinquent on September 1. The County of Fresno is responsible for the assessment, collection and apportionment for all jurisdictions within the County, including the City of Mendota.

The City accounts for property taxes in conformance with NCGA Interpretation 3 which requires that: (1) taxes relating to the current budget and collected within 60 days after the year-end of the budget period be recognized as revenue currently; and (2) a property tax assessment made during the current year, for the purpose of financing the budget of the following fiscal period, be recorded as receivable and the related revenue deferred to the period for which it was levied.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 – CASH AND INVESTMENTS

The City of Mendota maintains a cash and investment pool that is available for all funds. Each fund type balance in the pool is reflected on the combined balance sheet as cash and investments. The City apportions interest earnings to all funds based on their monthly cash balances. Certain restricted funds which are held and invested by independent outside custodians through contractual agreements are not pooled. These restricted funds include cash and investment held by trustees.

Cash and investments as of June 30, 2018 are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and cash equivalents	\$ 7,589,179
Cash and cash equivalents - restricted	631,751
Fiduciary Funds Statement of Net Position	<u>1,049,338</u>
Total cash and investments	<u>\$ 9,270,268</u>

Cash and investments as of June 30, 2018 consist of the following:

Cash on hand	\$ 700
Bank deposits	6,474,582
Deposits with financial institutions	1,049,338
State investment pool	1,113,897
Investments	<u>631,751</u>
Total cash and investments	<u>\$ 9,270,268</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 2 – CASH AND INVESTMENTS (Continued)

Deposits

The carrying amount of the City's cash deposit was \$6,474,582 at June 30, 2018. The bank balance at June 30, 2018 was \$6,603,933 the total amount of which was insured and/or collateralized with securities held by the pledging financial institutions in the City's name as described below.

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

Investments

Investments Authorized by the City's Investment Policy

The City of Mendota's investment policy only authorizes investment in the local government investment pool administered by the State of California (LAIF). The City's investment policy does not contain any specific provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk.

Investments Authorized by Debt Agreements

Investment of debt proceeds held by bond trustees are governed by provision of debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>
U.S. Treasury Obligations	None
U.S. Agency Securities	None
Banker's Acceptances	180 days
Commercial Paper	270 days
Money Market Mutual Funds	N/A

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the maturity date of each investment:

<u>Investment Type</u>	<u>Remaining Maturity Date</u>
State investment pool	\$ 1,113,897 12 months or less
Held by fiscal agents:	
Money market	631,751 12 months or less
Total	<u>\$ 1,745,648</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 2 – CASH AND INVESTMENTS (Continued)

Investments (Continued)

Disclosure Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is actual rating as of year-end for each investment type:

Investment Type	Ratings as of Year-End	
	AAA	Not Rated
State investment pool	\$ 1,113,897	\$ -
Held by fiscal agents:		
Money market	631,751	-
Total	<u>\$ 1,745,648</u>	<u>\$ 1,113,897</u>

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. The City holds investments in U.S. Bank Money Market Account that represents 5 percent or more of total City investments.

Investments in any one issuer that represent 5 percent or more of total investments by reporting unit (primary government, governmental activities, major funds, nonmajor funds in aggregate, etc.) are as follows:

\$631,751 of cash and investments (including amounts held by bond trustee) reported in the Sewer Fund are held in the form of the above-described money market funds.

Custodial Credit Risk

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (i.e. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investment, custodial credit risk generally applies only to direct investment in securities through the use of mutual funds or government investment pools (such as LAIF).

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amount based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based in the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Pension Trust Fund

The City is the plan administrator for the City's 401(K) Profit Sharing Plan. The market value of plan assets at June 30, 2018 is \$1,049,338.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 2 – CASH AND INVESTMENTS (Continued)

Investments (Continued)

Investments Valuation

The City categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City does not have any investments that are measured using Level 3 inputs. Fair value measurements of the City's investments are as follows at June 30, 2017:

- Investment in the Local Agency Investment Fund: valued at \$1,113,897, based on the City's pro-rata share of the fair value provided by the LAIF for the entire LAIF portfolio. LAIF invests in numerous types of investments ranging all levels in the fair value hierarchy. Accordingly, LAIF is not an investment type that can be categorized in any particular level in the fair value hierarchy.
- The pension trust fund for the City of Mendota 401(k) Profit Sharing Plan invests in Equity securities: valued at \$1,049,338, based on quoted market prices (Level 1 inputs).

NOTE 3 – RECEIVABLES

Accounts receivable as of June 30, 2018 consist of the following:

Governmental Activities

	General	Gas Tax Special Revenue Fund	Measure C Special Revenue Fund	HOME Investment Partnership Program Special Revenue Fund	CDBG Program Special Revenue Fund	Nonmajor Governmental	Total
Receivables:							
Intergovernmental	\$ 139,079	\$ 25,069	\$ 22,236	\$ -	\$ -	\$ 108,302	\$ 294,686
Interest	727	255	244	1	234	1,970	3,431
Loans	<u>44,173</u>	<u>-</u>	<u>-</u>	<u>1,184,447</u>	<u>815,893</u>	<u>-</u>	<u>2,044,513</u>
Receivables, net	<u>\$ 183,979</u>	<u>\$ 25,324</u>	<u>\$ 22,480</u>	<u>\$ 1,184,448</u>	<u>\$ 816,127</u>	<u>\$ 110,272</u>	<u>\$ 2,342,630</u>

Business-Type Activities

	Water Fund	Sewer Fund	Sanitation Fund	Total
Receivables:				
Accounts	\$ 246,542	\$ 176,691	\$ 88,193	\$ 511,426
Interest	935	921	-	1,856
Allowance for uncollectible	<u>(42,269)</u>	<u>(12,426)</u>	<u>(10,603)</u>	<u>(65,298)</u>
Receivables, net	<u>\$ 205,208</u>	<u>\$ 165,186</u>	<u>\$ 77,590</u>	<u>\$ 447,984</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 4 – INTERFUND ACTIVITY

Due from/Due to Other Funds

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed and are expected to be repaid shortly after the end of the fiscal year. Interfund receivable and payable balances have primarily been recorded when funds overdraw their share of pooled cash.

Activities within due from/due to other fund balances at June 30, 2018 are as follows:

	<u>Due From</u>	<u>Due To</u>
Major Funds:		
General Fund	\$ 162,997	\$ -
HOME Investment Partnership Program Special Revenue Fund	-	8,704
Sanitation Fund	-	141,084
Nonmajor Funds:		
Aviation Assistance Special Revenue Fund	-	<u>13,209</u>
 Total	 <u>\$ 162,997</u>	 <u>\$ 162,997</u>

Advances to/Advances from Other Funds

Advances receivable constitute long-term borrowing between funds. Advances typically carry a stated interest rate and have scheduled debt service payments. At June 30, 2018, the funds below have made advances that were not expected to be repaid in one year or less.

	<u>Advances To</u>	<u>Advances From</u>
Major Funds:		
General Fund	\$ -	\$ 22,713
Water Fund	-	22,713
Sewer Fund	<u>45,426</u>	<u>-</u>
 Total	 <u>\$ 45,426</u>	 <u>\$ 45,426</u>

Interfund Transfers

Interfund transfers consist of operating transfers from funds receiving revenue through which the resources are to be expended. Interfund transfers for the year ended June 30, 2018 were as follows:

	<u>Transfer In</u>	<u>Transfer Out</u>
Major Funds:		
General Fund	\$ 347,481	\$ -
Mendota Joints Power Financing Authority Fund	-	338,705
Nonmajor Funds:		
Police Grants Special Revenue Fund	<u>-</u>	<u>8,776</u>
	<u>\$ 347,481</u>	<u>\$ 347,481</u>

In March, 2018, the City transferred the residual assets of the Mendota Joint Powers Authority to the General Fund in compliance with the Mendota Joint Powers Agreement, dated May 9, 1989. The transfer, authorized under the agreement and approved by the City Council, was facilitated by the early redemption of revenue bonds held in the name of Mendota Joint Powers Authority on October 19, 2016.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 5 – CAPITAL ASSETS

A summary of governmental activities capital assets activity for the year ended June 30, 2018 is as follows:

	<u>Balance</u> <u>June 30, 2017</u>	<u>Additions</u>	<u>Dispositions</u>	<u>Balance</u> <u>June 30, 2018</u>
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 357,322	\$ -	\$ -	\$ 357,322
Construction in progress	<u>541,091</u>	<u>29,250</u>	<u>(497,010)</u>	<u>73,331</u>
Total capital assets, not being depreciated	<u>898,413</u>	<u>29,250</u>	<u>(497,010)</u>	<u>430,653</u>
Capital assets, being depreciated:				
Infrastructure	9,464,530	2,605,005	-	12,069,535
Land improvements	4,585,147	-	-	4,585,147
Buildings and improvements	1,414,456	16,080	-	1,430,536
Equipment	<u>1,760,155</u>	<u>334,725</u>	<u>(37,033)</u>	<u>2,057,847</u>
Total capital assets, being depreciated	<u>17,224,288</u>	<u>2,955,810</u>	<u>(37,033)</u>	<u>20,143,065</u>
Less: accumulated depreciation	<u>6,142,691</u>	<u>889,922</u>	<u>(37,033)</u>	<u>6,995,580</u>
Total capital asset, being depreciated, net	<u>11,081,597</u>	<u>2,065,888</u>	<u>-</u>	<u>13,147,485</u>
Governmental activities capital assets, net	<u>\$ 11,980,010</u>	<u>\$ 2,095,138</u>	<u>\$ (497,010)</u>	<u>\$ 13,578,138</u>

Depreciation expense was charged to the following governmental activities functions on the statement of activities:

Governmental Activities	
General government	\$ 16,992
Public safety	53,856
Municipal airport	22,205
Highways and streets	603,214
Public works	32,726
Parks and recreation	<u>160,929</u>
Total depreciation expense - governmental activities	<u>\$ 889,922</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 5 – CAPITAL ASSETS (Continued)

A summary of business-type capital assets activity for the year ended June 30, 2018 is as follows:

	<u>Balance</u> <u>June 30, 2017</u>	<u>Acquisitions</u>	<u>Dispositions</u>	<u>Balance</u> <u>June 30, 2018</u>
Business-Type Activities:				
Capital assets, not being depreciated:				
Land	\$ 2,098,220	\$ -	\$ -	\$ 2,098,220
Construction in progress	45,806	287,649	-	333,455
Infrastructure	<u>61,425</u>	<u>-</u>	<u>-</u>	<u>61,425</u>
Total capital assets, not being depreciated	<u>2,205,451</u>	<u>287,649</u>	<u>-</u>	<u>2,493,100</u>
Capital assets, being depreciated:				
Infrastructure	9,391,202	52,791	-	9,443,993
Buildings and improvements	10,268,022	6,860	-	10,274,882
Equipment	<u>2,910,182</u>	<u>176,486</u>	<u>(103,946)</u>	<u>2,982,722</u>
Total capital assets, being depreciated	<u>22,569,406</u>	<u>236,137</u>	<u>(103,946)</u>	<u>22,701,597</u>
Less: accumulated depreciation	<u>9,025,864</u>	<u>625,125</u>	<u>(103,946)</u>	<u>9,547,043</u>
Total capital asset, being depreciated, net	<u>13,543,542</u>	<u>(388,988)</u>	<u>-</u>	<u>13,154,554</u>
Business-type activities capital assets, net	<u>\$ 15,748,993</u>	<u>\$ (101,339)</u>	<u>\$ -</u>	<u>\$ 15,647,654</u>

Depreciation expense was charged to the following business-type activities:

Business-Type Activities:	
Water	\$ 324,489
Sewer	<u>300,636</u>
Total depreciation expense - business-type activities	<u>\$ 625,125</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 – LONG-TERM LIABILITIES

The following is a summary of long-term debt transactions for the City for the year ended June 30, 2018 is as follows:

	<u>Balance July 1, 2017</u>	<u>Issued/ Transferred</u>	<u>Retired/ Transferred</u>	<u>Balance June 30, 2018</u>	<u>Due Within One Year</u>
Governmental Activities:					
Central San Joaquin Valley Risk Management Authority Loan, payable in annual principal reductions from \$20,000 to \$11,585, non-interest bearing. Instrument matures on February 12, 2018.	\$ 11,585	\$ -	\$ (11,585)	\$ -	\$ -
Westamerica Bank Loan, payable in monthly installments of \$1,012, including interest at 5.50%. Instrument matures on March 31, 2020 and is secured by police vehicles acquired. Loan was fully paid in the current fiscal year.	30,894	-	(30,894)	-	-
Westamerica Bank Loan, payable in monthly installments of \$1,626, including interest at 5.50%. Instrument matures on October 1, 2020 and is secured by first trust deed on real property acquired.	59,275	-	(16,625)	42,650	17,576
Contractual legal settlement in the case of <i>Warkentine et al. v. Soria et al.</i> , in which the City of Mendota was a party. Initial principal reduction of \$350,000 paid on March 11, 2016, to be followed by five equal, non-interest bearing, annual installments of \$60,000 beginning March 2, 2017. Maturing on March 2, 2021.	240,000	-	(60,000)	180,000	60,000
Loan due to the Successor Agency of the Mendota Redevelopment Agency. Interest is calculated and accrued quarterly based on the current rate of interest earned with the California Local Agency Investment Fund. Annual principal reductions of \$10,143, including interest (as determined), is payable on January 1 each year until paid in full on January 1, 2046.	294,147	-	(10,143)	284,004	10,143
Compensated absences	<u>64,638</u>	<u>120,555</u>	<u>(109,718)</u>	<u>75,475</u>	<u>33,457</u>
Governmental activities long-term liabilities	<u>\$ 700,539</u>	<u>\$ 120,555</u>	<u>\$ (238,965)</u>	<u>\$ 582,129</u>	<u>\$ 121,176</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 – LONG-TERM LIABILITIES (Continued)

	<u>Balance July 1, 2017</u>	<u>Issued/ Transferred</u>	<u>Retired/ Transferred</u>	<u>Balance June 30, 2018</u>	<u>Due Within One Year</u>
Business-Type Activities:					
Westamerica capital lease for Pitney Bowes Invoice Folding Machine, payable in monthly installments of \$512, including interest at 5.5%. Instrument matured on December 15, 2017.	\$ 2,523	\$ -	\$ (2,523)	\$ -	\$ -
USDA Water Improvement Loan, payable in annual principal reductions from \$22,000 to \$60,000, interest payable semi-annually at 4.50% per annum.	575,000	-	(42,000)	533,000	44,000
Westamerica Bank Loan, payable in monthly installments of \$1,552, including interest at 5.50%. Instrument matures on July 20, 2020 and is secured by three work trucks acquired.	52,630	-	(16,091)	36,539	17,011
Westamerica Bank Loan, payable in monthly installments of \$610, including interest at 5.25%. Instrument matures on May 21, 2023 and is secured by administrative vehicle acquired.	-	32,065	(465)	31,600	5,777
Mendota Joint Powers Financing Authority Wastewater Revenue Bonds, Series 2005, payable in annual principal reductions from \$30,000 to \$200,000, interest payable on January 1 and July 1; serial bonds with annual maturities on July 1 beginning in 2006, in amounts from \$30,000 to \$135,000, with interest rates from 3.00% to 4.75%; term bonds in the amount of \$620,000 at 5.10% maturing July 1, 2024, and in the amount of \$1,725,000 at 5.25% maturing July 1, 2035, with annual payments ranging from \$135,000 to \$200,000 beginning 2024.	2,855,000	-	(120,000)	2,735,000	125,000
Less: unamortized bond discount	<u>(84,254)</u>	<u>-</u>	<u>4,681</u>	<u>(79,573)</u>	<u>-</u>
Subtotal	2,770,746	-	(115,319)	2,655,427	125,000
Mendota Joint Powers Financing Authority Wastewater Certificates of Participation, Series 2010-1, payable in annual principal reductions from \$18,000 to \$110,000 beginning on July 1, 2010 through July 1, 2049, interest payable semi-annually on January 1 and July 1 at the stated interest rate of 4.00%.	2,067,000	-	(31,000)	2,036,000	32,000
Compensated absences	<u>38,743</u>	<u>66,549</u>	<u>(58,250)</u>	<u>47,042</u>	<u>17,338</u>
Business-type activities long-term liabilities	<u>\$ 5,506,642</u>	<u>\$ 98,614</u>	<u>\$ (265,648)</u>	<u>\$ 5,339,608</u>	<u>\$ 241,126</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 – LONG-TERM LIABILITIES (Continued)

As of June 30, 2018, annual debt service requirements for governmental activities are as follows:

Westamerica Bank Loan (Land Acquisition)

<u>Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2019	\$ 17,576	\$ 1,935	\$ 19,511
2020	18,579	931	19,510
2021	<u>6,495</u>	<u>77</u>	<u>6,572</u>
Total	<u>\$ 42,650</u>	<u>\$ 2,943</u>	<u>\$ 45,593</u>

Contractual Legal Settlement (Warkentine, et. al.)

<u>Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2019	\$ 60,000	\$ -	\$ 60,000
2020	60,000	-	60,000
2021	<u>60,000</u>	<u>-</u>	<u>60,000</u>
Total	<u>\$ 180,000</u>	<u>\$ -</u>	<u>\$ 180,000</u>

Successor Agency of the Mendota Redevelopment Agency Loan

<u>Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2019	\$ 10,143	\$ 4,086	\$ 14,229
2020	10,143	-	10,143
2021	10,143	-	10,143
2022	10,143	-	10,143
2023-2027	50,715	-	50,715
2028-2032	50,715	-	50,715
2033-2037	50,715	-	50,715
2038-2042	50,715	-	50,715
2043-2046	<u>40,572</u>	<u>-</u>	<u>40,572</u>
Total	<u>\$ 284,004</u>	<u>\$ 4,086</u>	<u>\$ 288,090</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 – LONG-TERM LIABILITIES (Continued)

As of June 30, 2018, annual debt service requirements for business-type activities are as follows:

Westamerica Bank Loan (Vehicles)

<u>Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2019	\$ 17,011	\$ 1,608	\$ 18,619
2020	17,983	636	18,619
2021	<u>1,545</u>	<u>7</u>	<u>1,552</u>
Total	<u>\$ 36,539</u>	<u>\$ 2,251</u>	<u>\$ 38,790</u>

USDA Water Improvement Loan

<u>Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2019	\$ 44,000	\$ 22,995	\$ 66,995
2020	46,000	20,970	66,970
2021	48,000	18,855	66,855
2022	50,000	16,650	66,650
2023	52,000	14,355	66,355
2024-2027	233,000	32,378	265,378
2028	<u>60,000</u>	<u>1,350</u>	<u>61,350</u>
Total	<u>\$ 533,000</u>	<u>\$ 127,553</u>	<u>\$ 660,553</u>

**Mendota Joint Powers Financing Authority
Wastewater Revenue Bonds, Series 2005**

<u>Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2019	\$ 125,000	\$ 135,266	\$ 260,266
2020	130,000	129,305	259,305
2021	135,000	123,044	258,044
2022	145,000	116,213	261,213
2023-2027	595,000	388,635	983,635
2028-2032	700,000	326,768	1,026,768
2033-2036	<u>905,000</u>	<u>121,154</u>	<u>1,026,154</u>
Subtotal	2,735,000	1,340,385	4,075,385
Less: unamortized discount	<u>(79,573)</u>	<u>-</u>	<u>(79,573)</u>
Total	<u>\$ 2,655,427</u>	<u>\$ 1,340,385</u>	<u>\$ 3,995,812</u>

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 – LONG-TERM LIABILITIES (Continued)

**Mendota Joint Powers Financing Authority Wastewater Certificates of
Participation, Series 2010-1**

Year Ended June 30	Principal	Interest	Totals
2019	\$ 32,000	\$ 80,160	\$ 112,160
2020	34,000	79,016	113,016
2021	35,000	77,400	112,400
2022	37,000	75,920	112,920
2023-2027	206,000	355,679	561,679
2028-2032	250,000	309,538	559,538
2033-2037	305,000	252,892	557,892
2038-2042	370,000	184,301	554,301
2043-2047	451,000	100,745	551,745
2048-2050	316,000	13,024	329,024
Total	<u>\$ 2,036,000</u>	<u>\$ 1,528,675</u>	<u>\$ 3,564,675</u>

WestAmerica Jeep Cherokee

Year Ended June 30	Principal	Interest	Totals
2019	\$ 5,777	\$ 1,543	\$ 7,320
2020	6,089	1,231	7,320
2021	6,425	895	7,320
2022	6,775	545	7,320
2023	6,534	175	6,709
Total	<u>\$ 31,600</u>	<u>\$ 4,389</u>	<u>\$ 35,989</u>

NOTE 7 – RISK MANAGEMENT

The City is exposed to various risks of loss related to torts, theft, damage or destruction of assets, errors and omissions, injuries to employees, and natural disasters. During fiscal year 2012, the City obtained general liability coverage at a cost that is considered to be economically justifiable by joining together with other government entities in the State as a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA). RMA is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to CSJVRMA for its above insurance coverage. The agreement for the formation of CSJVRMA provides that CSJVRMA will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. The financial statements of CSJVRMA can be obtained at 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833.

Current levels of coverage are \$10,000,000 liability, \$1,000,000 workers compensation, and applicable assessed value in property coverage. Losses in excess of \$10,000 are pooled with other members of the association.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 8 – DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

GASB 63 provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. This Statement also amends the net asset reporting requirements and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets.

GASB 65 establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The City does not have any items that qualifies for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has numerous items, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the items, unavailable revenue and deferred loans, are reported only in the governmental funds balance sheet. Deferred inflows of resources reported in the governmental funds for unavailable revenues are as follows:

	HOME Investment Partnership Program Special Revenue Fund	CDBG Program Special Revenue Fund	Other Governmental Funds	Total
Unavailable revenues	\$ -	\$ -	\$ 73,369	\$ 73,369
Unavailable revenues - loans	<u>1,184,447</u>	<u>815,893</u>	<u>-</u>	<u>2,000,340</u>
Total deferred inflows of resources	<u>\$ 1,184,447</u>	<u>\$ 815,893</u>	<u>\$ 73,369</u>	<u>\$ 2,073,709</u>

NOTE 9 – 401(K) PENSION PLAN

The City contributes to the City of Mendota 401(k) Profit Sharing Plan (Plan), for its full-time safety employees after 6 months of service with the City. The Plan is administered by the City.

Benefit terms, including contribution requirements, for the Plan are established and may be amended by the City Council. For each employee in the Plan, the City is required to contribute 5 percent of annual salary and may contribute additional matching contributions to an individual employee account. Employees are permitted to make contributions to the Plan, up to applicable Internal Revenue Code Limits. For the year ended June 30, 2018, employee contributions totaled \$93,197 and the City recognized pension expense of \$11,934, which comprise of contributions made by the City to the Plan.

Employees are immediately vested in their own contributions and earnings on those contributions and become fully vested in City contributions and earnings after completing 3 years of creditable service with the City. Nonvested City contributions are forfeited upon termination of employment. Such forfeitures are used to cover a portion of the Plan's administrative expenses and contributions. For the year ended June 30, 2018, there were no forfeitures reported.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 10 – DEFINED BENEFIT PENSION PLAN

A. General Information about the Pension Plan

Plan Description – All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost Sharing Multiple-Employer Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all others.) Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors one miscellaneous rate plan. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for the Plan are applied as specified by the Public Employees' Retirement Law.

The rate plan provisions and benefits in effect at June 30, 2018 are summarized as follows:

	<u>Miscellaneous PEPRA</u>
Hire date	On or after January 1, 2013
Benefit formula	2% @ 62
Benefit vesting schedule	5 years service
Benefit payments	monthly for life
Retirement age	52 to 67
Monthly benefits, as a % of annual salary	1.0% to 2.5%
Required employee contribution rates	6.250%
Required employer contribution rates	6.533%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

The City's contributions to the plan that were recognized as a part of pension expense for the year ended June 30, 2018 were \$59,178.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 10 – DEFINED BENEFIT PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2018, the City did not have a net pension liability for its proportionate share of the net pension liability of the Plan, nor did it recognize a pension expense related to the Plan.

For the year ended June 30, 2018, the City recognized pension expense of \$15,574. At June 30, 2018, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to the measurement date	\$ 74,542	\$ -
Differences between the employer's actual contributions and the employer's proportionate share of contributions	<u>43,604</u>	<u>-</u>
Total	<u><u>\$ 118,146</u></u>	<u><u>\$ -</u></u>

\$74,542 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred outflow of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Years Ended June 30</u>	
2019	\$ 15,574
2020	15,574
2021	12,456

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 10 – DEFINED BENEFIT PENSION PLAN (Continued)

C. Actuarial Assumptions

The total pension liabilities in the June 30, 2016 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2016
Measurement Date	June 30, 2017
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Payroll Growth	3.0%
Projected Salary Increase	3.3% - 14.2% ⁽¹⁾
Investment Rate of Return	7.0% ⁽²⁾
Mortality	Derived from CalPERS Membership Data for all Funds ⁽³⁾

⁽¹⁾ Depending on age, service and type of employment

⁽²⁾ Net of pension plan investment expenses, including inflation

⁽³⁾ The mortality Table was developed based on CalPERS specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2014 valuation were based on the results of January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experiences Study can be found on the CalPERS website.

D. Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent and reflects the long-term expected rate of return for the Plan net of investment expenses and without reduction for administrative expenses. To determine whether the municipal bond rate should be used in the calculation of the discount rate for the Plan, the amortization and smoothing periods adopted by the Board in 2013 were used. For the Plan, the crossover test was performed for a miscellaneous agent plan and a safety agent plan selected as being more at risk of failing the crossover test and resulting in a discount rate that would be different from the long-term expected rate of return on pension investments. Based on the testing of the plans, the tests revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Plan. The crossover test results can be found on CalPERS' website under the GASB 68 section.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 10 – DEFINED BENEFIT PENSION PLAN (Continued)

D. Discount Rate (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected PERF cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the Board effective on July 1, 2014.

<u>Asset Class</u>	<u>New Strategic Allocation</u>	<u>Real Return Years 1-10(a)</u>	<u>Real Return Years 11+(b)</u>
Global Equity	47.00%	4.90%	5.38%
Global Fixed Income	19.00%	0.80%	2.27%
Inflation Sensitive	6.00%	0.60%	1.39%
Private Equity	12.00%	6.60%	6.63%
Real Estate	11.00%	2.80%	5.21%
Infrastructure and Forestland	3.00%	3.90%	5.36%
Liquidity	2.00%	(0.40%)	(0.90%)
Total	<u>100.00%</u>		

(a) An expected inflation of 2.5% used for this period.

(b) An expected inflation of 3.0% used for this period.

E. Pension Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued CalPERS financial reports.

F. Payable to the Pension Plan

The City did not have an outstanding amount of contributions to the pension plan required for the year ended June 30, 2018.

CITY OF MENDOTA

**NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 11 – DEFICIT FUND BALANCES/NET POSITIONS

The following funds had deficit fund equity at June 30, 2018:

Major Funds:

HOME Investment Partnership Program Special Revenue Fund	\$	8,703
Sanitation Enterprise Fund		117,173

Nonmajor Governmental Funds:

Aviation Assistance Special Revenue Fund		13,225
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NOTE 12 – CONTINGENCIES

The government participates in various federal grant programs, the principal of which are subject to program compliance audits pursuant to the Single Audit Act as amended. Accordingly, the government's compliance with applicable grant requirements will be established at a future date. The amount of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the government anticipates such amounts, if any, will be immaterial.

NOTE 13 – RELATED PARTY TRANSACTIONS

Effective November 4, 2016, the City Council approved a secured promissory note (the "Note") in the amount of \$45,000 to Vincent F. DiMaggio, who serves as manager of the City of Mendota. Interest is calculated monthly based on the current rate of interest reported under the Annual Applicable Federal Rate for Long-Term Loans published by the Internal Revenue Service with a minimum floor rate of 2.50% (2.88% at June 30, 2018). Principal and interest in the amount of \$152.30 is payable each month until November 4, 2021, at which time all outstanding principal and interest is payable in full. The Note is secured by a deed of trust on real property.

The Note is accounted for as an asset of the General Fund and is included as a receivable in the accompanying financial statement. The unpaid balance at June 30, 2018 was \$44,173.

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REQUIRED SUPPLEMENTARY INFORMATION

CITY OF MENDOTA

**BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2018**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	\$ 1,638,350	\$ 1,638,350	\$ 1,740,458	\$ 102,108
Licenses and permits	125,060	125,060	148,502	23,442
Intergovernmental	100,000	100,000	99,455	(545)
Charges for services	93,253	93,253	111,732	18,479
Fines	171,000	171,000	110,605	(60,395)
Revenue from the use of money and property	79,900	79,900	97,156	17,256
Miscellaneous	21,240	21,240	32,361	11,121
	<u>2,228,803</u>	<u>2,228,803</u>	<u>2,340,269</u>	<u>111,466</u>
EXPENDITURES				
Current:				
General government	539,223	539,223	315,858	223,365
Public safety	1,338,283	1,338,283	1,156,904	181,379
Public works	35,103	35,103	33,606	1,497
Building and planning	109,853	109,853	134,254	(24,401)
Parks and recreation	201,791	201,791	212,782	(10,991)
Capital outlay	-	-	10,688	(10,688)
Debt service:				
Principal	23,763	23,763	129,247	(105,484)
Interest	-	-	11,156	(11,156)
	<u>2,248,016</u>	<u>2,248,016</u>	<u>2,004,495</u>	<u>243,521</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(19,213)</u>	<u>(19,213)</u>	<u>335,774</u>	<u>354,987</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	-	-	39,266	39,266
Transfers in	-	-	347,481	347,481
	<u>-</u>	<u>-</u>	<u>386,747</u>	<u>386,747</u>
Net change in fund balance	(19,213)	(19,213)	722,521	741,734
Fund balance - beginning	<u>323,602</u>	<u>323,602</u>	<u>323,602</u>	<u>-</u>
Fund balance - ending	<u>\$ 304,389</u>	<u>\$ 304,389</u>	<u>\$ 1,046,123</u>	<u>\$ 741,734</u>

CITY OF MENDOTA

**BUDGETARY COMPARISON SCHEDULE
GAS TAX SPECIAL REVENUE FUND
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
REVENUES				
Intergovernmental	\$ 285,853	\$ 285,853	\$ 374,699	\$ 88,846
Revenue from the use of money and property	<u>125</u>	<u>125</u>	<u>921</u>	<u>796</u>
Total revenues	<u>285,978</u>	<u>285,978</u>	<u>375,620</u>	<u>89,642</u>
EXPENDITURES				
Current:				
Highways and streets	138,644	138,644	115,794	22,850
Capital outlay	<u>571,957</u>	<u>571,957</u>	<u>572,593</u>	<u>(636)</u>
Total expenditures	<u>710,601</u>	<u>710,601</u>	<u>688,387</u>	<u>22,214</u>
Net change in fund balance	(424,623)	(424,623)	(312,767)	111,856
Fund balance - beginning	<u>493,492</u>	<u>493,492</u>	<u>493,492</u>	<u>-</u>
Fund balance - ending	<u>\$ 68,869</u>	<u>\$ 68,869</u>	<u>\$ 180,725</u>	<u>\$ 111,856</u>

CITY OF MENDOTA

**BUDGETARY COMPARISON SCHEDULE
MEASURE C SPECIAL REVENUE FUND
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
REVENUES				
Taxes	\$ 332,750	\$ 332,750	\$ 368,142	\$ 35,392
Intergovernmental	-	-	746,152	746,152
Revenue from the use of money and property	<u>200</u>	<u>200</u>	<u>801</u>	<u>601</u>
Total revenues	<u>332,950</u>	<u>332,950</u>	<u>1,115,095</u>	<u>782,145</u>
EXPENDITURES				
Current:				
Highways and streets	334,797	334,797	291,045	43,752
Capital outlay	<u>857,036</u>	<u>857,036</u>	<u>1,493,395</u>	<u>(636,359)</u>
Total expenditures	<u>1,191,833</u>	<u>1,191,833</u>	<u>1,784,440</u>	<u>(592,607)</u>
Net change in fund balance	(858,883)	(858,883)	(669,345)	189,538
Fund balance - beginning	<u>877,978</u>	<u>877,978</u>	<u>877,978</u>	<u>-</u>
Fund balance - ending	<u>\$ 19,095</u>	<u>\$ 19,095</u>	<u>\$ 208,633</u>	<u>\$ 189,538</u>

CITY OF MENDOTA

**NOTES TO THE BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018**

BUDGETARY BASIS OF ACCOUNTING

The official budget was prepared for adoption for the General Fund, Special Revenue Fund and Debt Service Fund. The following procedures are followed in establishing the budgetary data reflected in the general purpose financial statements:

1. Prior to the beginning of the fiscal year, the City prepares a budget for the next succeeding fiscal year. The operating budget includes proposed expenditures and the means of financing them.
2. A meeting of the City Council is then called for the purpose of adopting the proposed budget. At least ten days' public notice of the meeting must have been given.
3. Prior to the start of the fiscal year, the budget is legally enacted through passage of a resolution by the City Council.

Once a budget is approved, it can be amended only by approval of a 4/5ths vote of the members of the City Council. As required by law, such amendments are made after fiscal year-end. All budget appropriations lapse at year-end.

EXCESS OF EXPENDITURES OVER APPROPRIATIONS

As of June 30, 2018, expenditures exceeded appropriations in individual funds as follows:

<u>Appropriations Category</u>	<u>Excess Expenditures</u>
General Fund:	
Building and planning	\$ 24,401
Parks	10,991
Capital outlay	10,688
Principal	105,484
Interest	11,156
Gas Tax Special Revenue Fund:	
Principal	636
Measure C Special Revenue Fund:	
Capital outlay	636,359

CITY OF MENDOTA

**PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET)
REQUIRED SUPPLEMENTARY INFORMATION
LAST 10 YEARS***

	<u>2018</u>
Proportion of the net pension liability	0.0000%
Proportionate share of the net pension liability	\$ -
Covered payroll	\$ 902,792
Proportionate share of the net pension liability as percentage of covered	0.00%
Plan fiduciary net position as a percentage of the total pension liability	0.00%

NOTES TO SCHEDULE

Changes in Benefit Terms - None

Changes in Assumptions - None

*Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

CITY OF MENDOTA

**SCHEDULE OF CONTRIBUTIONS
REQUIRED SUPPLEMENTARY INFORMATION
LAST 10 YEARS***

	<u>2017</u>	<u>2018</u>
Actuarially required contribution (actuarially determined)	\$ 59,178	\$ 74,542
Contributions in relation to the actuarially determined contributions	<u>59,178</u>	<u>74,542</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 902,792	\$ 1,141,007
Contributions as a percentage of covered payroll	6.55%	6.53%

*Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

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SUPPLEMENTARY INFORMATION

CITY OF MENDOTA

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2018**

	<u>Nonmajor Special Revenue</u>	<u>Nonmajor Capital Projects</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 1,764,439	\$ 1,071,851	\$ 2,836,290
Receivables	<u>109,518</u>	<u>754</u>	<u>110,272</u>
Total assets	<u>\$ 1,873,957</u>	<u>\$ 1,072,605</u>	<u>\$ 2,946,562</u>
LIABILITIES			
Accounts payable	\$ 113,237	\$ -	\$ 113,237
Due to other funds	<u>13,209</u>	<u>-</u>	<u>13,209</u>
Total liabilities	<u>126,446</u>	<u>-</u>	<u>126,446</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	<u>73,369</u>	<u>-</u>	<u>73,369</u>
Total deferred inflows of resources	<u>73,369</u>	<u>-</u>	<u>73,369</u>
FUND BALANCES (DEFICITS)			
Restricted for:			
Redevelopment and housing	356,518	-	356,518
Public safety	462,950	953,401	1,416,351
Highways and streets	738,698	85,803	824,501
Parks and recreation	276,139	-	276,139
Assigned to:			
Public safety	19,739	-	19,739
Highways and streets	-	118,930	118,930
Unassigned	<u>(179,902)</u>	<u>(85,529)</u>	<u>(265,431)</u>
Total fund balances	<u>1,674,142</u>	<u>1,072,605</u>	<u>2,746,747</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 1,873,957</u>	<u>\$ 1,072,605</u>	<u>\$ 2,946,562</u>

CITY OF MENDOTA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	Nonmajor Special Revenue	Nonmajor Capital Projects	Total
REVENUES			
Taxes	\$ 617,406	\$ -	\$ 617,406
Licenses and permits	343,464	-	343,464
Intergovernmental	536,570	-	536,570
Loan repayments	95,170	-	95,170
Revenue from the use of money and property	3,892	2,415	6,307
Miscellaneous	<u>28,359</u>	<u>-</u>	<u>28,359</u>
Total revenues	<u>1,624,861</u>	<u>2,415</u>	<u>1,627,276</u>
EXPENDITURES			
Current:			
Public safety	658,602	-	658,602
Municipal airport	10,243	-	10,243
Highways and streets	264,114	-	264,114
Parks and recreation	28,160	-	28,160
Redevelopment and housing	10,730	-	10,730
Capital outlay	<u>411,375</u>	<u>-</u>	<u>411,375</u>
Total expenditures	<u>1,383,224</u>	<u>-</u>	<u>1,383,224</u>
Excess (deficiency) of revenues over (under) expenditures	<u>241,637</u>	<u>2,415</u>	<u>244,052</u>
Other financing sources (uses):			
Transfers out	<u>(8,776)</u>	<u>-</u>	<u>(8,776)</u>
Total other financing sources (uses)	<u>(8,776)</u>	<u>-</u>	<u>(8,776)</u>
Net change in fund balances	232,861	2,415	235,276
Fund balances - beginning	<u>1,441,281</u>	<u>1,070,190</u>	<u>2,511,471</u>
Fund balances - ending	<u>\$ 1,674,142</u>	<u>\$ 1,072,605</u>	<u>\$ 2,746,747</u>

CITY OF MENDOTA

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SPECIAL REVENUE FUNDS
JUNE 30, 2018**

	<u>Housing Income</u>	<u>Aviation Assistance</u>	<u>Development Fee</u>	<u>Police Grants</u>
ASSETS				
Cash and cash equivalents	\$ 356,297	\$ -	\$ 806,375	\$ 70,589
Receivables	<u>221</u>	<u>-</u>	<u>641</u>	<u>10,064</u>
Total assets	<u>\$ 356,518</u>	<u>\$ -</u>	<u>\$ 807,016</u>	<u>\$ 80,653</u>
LIABILITIES				
Accounts payable	\$ -	\$ 16	\$ 90,226	\$ -
Due to other funds	<u>-</u>	<u>13,209</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>-</u>	<u>13,225</u>	<u>90,226</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES (DEFICIT)				
Nonspendable:				
Prepays	-	-	-	-
Restricted for:				
Redevelopment and housing	356,518	-	-	-
Public safety	-	-	276,076	60,908
Highways and streets	-	-	347,327	-
Parks and recreations	-	-	260,070	-
Assigned to:				
Public safety	-	-	-	19,739
Unassigned	<u>-</u>	<u>(13,225)</u>	<u>(166,683)</u>	<u>6</u>
Total fund balances (deficit)	<u>356,518</u>	<u>(13,225)</u>	<u>716,790</u>	<u>80,653</u>
Total liabilities, deferred inflows of resources, and fund balances (deficit)	<u>\$ 356,518</u>	<u>\$ -</u>	<u>\$ 807,016</u>	<u>\$ 80,653</u>

CITY OF MENDOTA

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SPECIAL REVENUE FUNDS
JUNE 30, 2018**

	<u>LTF</u>	<u>Mendota CFD</u>	<u>Mendota Community Corporation</u>	<u>Total</u>
ASSETS				
Cash and cash equivalents	\$ 390,735	\$ 124,271	\$ 16,172	\$ 1,764,439
Receivables	<u>95,808</u>	<u>2,771</u>	<u>13</u>	<u>109,518</u>
Total assets	<u>\$ 486,543</u>	<u>\$ 127,042</u>	<u>\$ 16,185</u>	<u>\$ 1,873,957</u>
LIABILITIES				
Accounts payable	\$ 21,803	\$ 1,076	\$ 116	\$ 113,237
Due to other funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,209</u>
Total liabilities	<u>21,803</u>	<u>1,076</u>	<u>116</u>	<u>126,446</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	<u>73,369</u>	<u>-</u>	<u>-</u>	<u>73,369</u>
Total deferred inflows of resources	<u>73,369</u>	<u>-</u>	<u>-</u>	<u>73,369</u>
FUND BALANCES (DEFICIT)				
Nonspendable:				
Prepays	-	-	-	-
Restricted for:				
Redevelopment and housing	-	-	-	356,518
Public safety	-	125,966	-	462,950
Highways and streets	391,371	-	-	738,698
Parks and recreations	-	-	16,069	276,139
Committed to:				
Public safety	-	-	-	19,739
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>(179,902)</u>
Total fund balances (deficit)	<u>391,371</u>	<u>125,966</u>	<u>16,069</u>	<u>1,674,142</u>
Total liabilities, deferred inflows of resources, and fund balances (deficit)	<u>\$ 486,543</u>	<u>\$ 127,042</u>	<u>\$ 16,185</u>	<u>\$ 1,873,957</u>

CITY OF MENDOTA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>Housing Income</u>	<u>Aviation Assistance</u>	<u>Development Fee</u>	<u>Police Grants</u>
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	343,464	-
Intergovernmental	-	270,384	-	139,416
Loan repayments	95,170	-	-	-
Revenue from the use of money and property	660	-	1,984	534
Miscellaneous	-	-	-	-
Total revenues	<u>95,830</u>	<u>270,384</u>	<u>345,448</u>	<u>139,950</u>
EXPENDITURES				
Current:				
Public safety	-	-	183,752	124,112
Municipal airport	-	10,243	-	-
Highways and streets	-	-	-	-
Parks and recreation	-	-	-	-
Redevelopment and housing	10,730	-	-	-
Capital outlay	-	<u>261,464</u>	<u>10,883</u>	-
Total expenditures	<u>10,730</u>	<u>271,707</u>	<u>194,635</u>	<u>124,112</u>
Excess (deficiency) of revenues over (under) expenditures	<u>85,100</u>	<u>(1,323)</u>	<u>150,813</u>	<u>15,838</u>
Other financing sources (uses):				
Transfers out	-	-	-	<u>(8,776)</u>
Total other financing sources (uses)	-	-	-	<u>(8,776)</u>
Net change in fund balances	85,100	(1,323)	150,813	7,062
Fund balances (deficit) - beginning	<u>271,418</u>	<u>(11,902)</u>	<u>565,977</u>	<u>73,591</u>
Fund balances (deficit) - ending	<u>\$ 356,518</u>	<u>\$ (13,225)</u>	<u>\$ 716,790</u>	<u>\$ 80,653</u>

CITY OF MENDOTA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>LTF</u>	<u>Mendota CFD</u>	<u>Mendota Community Corporation</u>	<u>Total</u>
REVENUES				
Taxes	\$ 330,968	\$ 286,438	\$ -	\$ 617,406
Licenses and permits	-	-	-	343,464
Intergovernmental	126,770	-	-	536,570
Loan repayments	-	-	-	95,170
Revenue from the use of money and property	464	243	7	3,892
Miscellaneous	-	-	28,359	28,359
	<u>458,202</u>	<u>286,681</u>	<u>28,366</u>	<u>1,624,861</u>
EXPENDITURES				
Current:				
Public safety	-	350,738	-	658,602
Municipal airport	-	-	-	10,243
Highways and streets	264,114	-	-	264,114
Parks and recreation	-	-	28,160	28,160
Redevelopment and housing	-	-	-	10,730
Capital outlay	139,028	-	-	411,375
	<u>403,142</u>	<u>350,738</u>	<u>28,160</u>	<u>1,383,224</u>
Excess (deficiency) of revenues over (under) expenditures	<u>55,060</u>	<u>(64,057)</u>	<u>206</u>	<u>241,637</u>
Other financing sources (uses):				
Transfers out	-	-	-	(8,776)
	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8,776)</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8,776)</u>
Net change in fund balances	55,060	(64,057)	206	232,861
Fund balances (deficit) - beginning	<u>336,311</u>	<u>190,023</u>	<u>15,863</u>	<u>1,441,281</u>
Fund balances (deficit) - ending	<u>\$ 391,371</u>	<u>\$ 125,966</u>	<u>\$ 16,069</u>	<u>\$ 1,674,142</u>

CITY OF MENDOTA

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
CAPITAL PROJECTS FUNDS
JUNE 30, 2018**

	<u>CDBG - Sewer and Drainage Projects</u>	<u>Street Capital Projects</u>	<u>Police Building</u>	<u>Total</u>
ASSETS				
Cash and cash equivalents	\$ 85,744	\$ 33,360	\$ 952,747	\$ 1,071,851
Receivables	<u>59</u>	<u>41</u>	<u>654</u>	<u>754</u>
Total assets	<u>\$ 85,803</u>	<u>\$ 33,401</u>	<u>\$ 953,401</u>	<u>\$ 1,072,605</u>
FUND BALANCES (DEFICITS)				
Restricted to:				
Public safety	\$ -	\$ -	\$ 953,401	\$ 953,401
Highways and streets	85,803	-	-	85,803
Assigned to:				
Highways and streets	-	59,465	59,465	118,930
Unassigned	<u>-</u>	<u>(26,064)</u>	<u>(59,465)</u>	<u>(85,529)</u>
Total fund balances	<u>85,803</u>	<u>33,401</u>	<u>953,401</u>	<u>1,072,605</u>
Total fund balances	<u>\$ 85,803</u>	<u>\$ 33,401</u>	<u>\$ 953,401</u>	<u>\$ 1,072,605</u>

CITY OF MENDOTA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
CAPITAL PROJECTS FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>CDBG - Sewer and Drainage Projects</u>	<u>Street Capital Projects</u>	<u>Police Building</u>	<u>Total</u>
REVENUES				
Revenue from the use of money and property	\$ 190	\$ 131	\$ 2,094	\$ 2,415
Total revenues	<u>190</u>	<u>131</u>	<u>2,094</u>	<u>2,415</u>
EXPENDITURES				
Current:				
Highways and streets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	190	131	2,094	2,415
Fund balances - beginning	<u>85,613</u>	<u>33,270</u>	<u>951,307</u>	<u>1,070,190</u>
Fund balances - ending	<u>\$ 85,803</u>	<u>\$ 33,401</u>	<u>\$ 953,401</u>	<u>\$ 1,072,605</u>

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OTHER AUDITOR'S REPORT

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the City Council
City of Mendota, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Mendota, California (the City), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 3, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Price Pange & Company

Clovis, California
December 3, 2018

FINDINGS AND QUESTIONED COSTS

**CITY OF MENDOTA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued:	<u>Unmodified</u>	
Internal control over financial reporting:		
Material weaknesses identified?	<u> </u> yes	<u> X </u> no
Significant deficiencies identified - not considered to be material weaknesses?	<u> </u> yes	<u> X </u> none reported
Noncompliance material to financial statements noted?	<u> </u> yes	<u> X </u> no

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

**CITY OF MENDOTA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2018**

FINANCIAL STATEMENT FINDINGS

None reported.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA
ACKNOWLEDGING RECEIPT OF THE
ANNUAL AUDIT OF CITY FUNDS**

RESOLUTION NO. 18-82

WHEREAS, each year the City conducts a formal audit of all of its financial accounts; and

WHEREAS, an audit of all financial accounts for fiscal year 2017-2018 has been conducted by Price, Paige, and Company; and

WHEREAS, the auditors have found that city management has complied in all material respects with the types of compliance requirements described in the Office of Managements and Budget Circular A-133 and complies with all applicable standards contained in *Government Auditing Standards* for fiscal year 2017-2018; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby formally acknowledges receipt of the report for the financial audit of the City of Mendota for fiscal year 2017-2018.

Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: APPROVAL OF CONTRACT WITH US DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION RECOMMENDATION FOR APPROVAL OF CONTRACT FOR RECONSTRUCTION OF THE MOWRY BRIDGE AND RELOCATION OF CITY WELL NO. 7

DATE: DECEMBER 11, 2018

ISSUE

Should the City Council adopt the attached resolution to authorize entering into the attached agreement with the US Department of the Interior, Bureau of Reclamation (Reclamation), for funding of replacement of the Mowry Bridge, replacement and relocation of Well No. 7, and extension of the existing raw water main to the new well location?

BACKGROUND

Staff has been meeting with Reclamation since November, 2017, with the objective of coordinating reconstruction of the Mowry Bridge for the benefit of both the City and of Reclamation's Reach 2B San Joaquin River Restoration Project. Originally, Reclamation asked the City to apply for funding assistance, and the City submitted an application for funding of the Mowry Bridge replacement only, in March 2018. After much additional discussion and supplemental material being submitted, Reclamation determined in September that it could not provide direct funding assistance.

In October, Reclamation proposed to use a different method to accomplish the same goal. The Reach 2B program is obligated to relocate all improvements that fall within the footprint of the project itself. That includes the City's Well No. 7, which is just inside the proposed south flood levee. Reclamation has proposed that it pay the cost of relocating the well and related facilities, and let the City carry out design and construction. Reclamation has further proposed that they pay the City the cost of reconstructing the Mowry Bridge, with the City taking the lead on that project as well. The advantage of this method is that there would be one single payment to the City, with no further need to make payment requests or coordinate the financial aspects of the project with Reclamation.

Reclamation has determined the the City will be able to rely on CEQA and NEPA work done for the Reach 2B project when preparing for the Mowry Bridge reconstruction, so that the City will not be responsible for preparing its own environmental document.

A potential downside is that the City would be obligated to get the work done using the money received, and the City would be responsible for expenses over and above the single payment. Staff has had many discussions with Reclamation on this subject as the City cannot afford to take on this responsibility without solid assurance that the single payment will be adequate. Reclamation has allowed the City's consultants to make very comfortable estimates of the cost of the project, and to include an overall 20-percent contingency to the total estimate, which Staff and the City Engineer believe to be enough to assure the City will have adequate funding with a reserve left over to fund operations and maintenance. Reclamation will not be asking for refund of any of the single payment not used to complete the project.

If your Council approves the agreement, it will go to Reclamation for final signatures, which are expected by the end of December or shortly afterward. Staff has been told that the City can expect payment in two to three weeks following final signatures.

Staff anticipates that design of the Well projects would begin in March, with construction starting in August and continuing until May, 2020.

Design of the Mowry Bridge replacement would begin in January. Construction could begin as early as October, but numerous Federal and State permits are needed before construction can start. If those are not in hand by late summer, bidding will be delayed until spring, 2020 since construction cannot take place during the winter and spring months when the river flows may be high. If that delay occurs, construction would start in May, 2020 with completion by December.

ANALYSIS

The City Engineer and the City Attorney have reviewed the agreement and are satisfied that it adequately protects the City. Staff believes this is an excellent opportunity to replace and renew a significant amount of City infrastructure using Federal funding and that it is in the interest of the City to proceed with the agreement.

FISCAL IMPACT

No direct financial impact. There is potential for surplus funds to remain in the Water Operating Fund. There is some risk of impact to the Water Capital Fund should the supplied funding prove to be less than needed for the planned construction; this risk is considered to be small. There will be no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing approval of the attached agreement with US Department of Interior, Bureau of Reclamation, funding reconstruction of the Mowry Bridge, replacement and relocation of Well No. 7, and extension of the existing raw water transmission main, in the amount of \$6,830,846.

General Plan:

**Mowry Bridge Reconstruction,
Relocation of Mendota Well No. 7 and
Extension of Raw Water Main**

**City of Mendota
December 2018**

Prepared for:
City of Mendota
Mendota, CA

Prepared by:
Provost & Pritchard Consulting Group
286 W Cromwell Ave, Fresno, CA 93711

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Report Prepared for:

City of Mendota

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Mendota, CA 93640

Contact:

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Report Prepared by:

Provost & Pritchard Consulting Group

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Contact:

David McGlasson, PE, PLS
Project Manager

Contact:

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12/07/18

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Appendix A, Well Project Cost Estimates

Appendix B, Mowry Bridge Project Cost Estimate

1 Project Description and Scope of Work

In order to facilitate construction of Reach 2B of the San Joaquin River Restoration Program, the US Department of Interior, Bureau of Reclamation (Reclamation) had requested the City of Mendota's (City's) assistance with design and construction of two major infrastructure projects. The first is relocation of the City's Well No. 7, which is located within the southerly flood levee alignment proposed for the River Restoration Project. The Reach 2B Project could not avoid impact to Well No. 7 and is therefore required by law to relocate the City's infrastructure.

The second project is reconstruction of the Mowry Bridge across the Fresno Slough. The bridge currently provides City and landowner access to the property east of the Slough and particularly to the City's Well Nos. 7, 8 and 9. The replacement bridge could also provide benefits to Reclamation, specifically for access by Reclamation staff and its Contractors. This access would be used to facilitate construction, operations & maintenance, monitoring, and repair of the southerly flood levees, Mendota Pool Control Structure, and Mendota Pool Fish Screen components of the SJRRP Reach 2B project. It would also provide permanent access for operations and maintenance and for emergency repairs.

The scope of each project, including budget and environment considerations, is discussed in more detail in the following sections.

2 Relocation of Well No. 7 and Extension of Raw Water Main

The City’s Well No. 7 was constructed in 1984 and remains in very good condition. Together with Well Nos. 8 and 9 the well provides substantially all of the domestic water supply for the City, and is essential for the City to have adequate water supply.

An alternative well site has been selected, approximately 1,000 feet to the southeast on the same agricultural parcel where Well Nos. 7, 8 and 9 are located. See **Figure 2-1**. The hydrogeology of the new site is expected to be substantially the same as the three current locations (which are all very similar.) Construction of a replacement well providing a similar quantity of water of similar quality is considered feasible.

The new well will follow the design of the existing well in terms of size, depth and aquifers pumped. Steel casing will be 14-inch diameter, and the well will be approximately 420 feet deep, with casing extending to 405 feet, depending on the exact soil profile and the depth of a clay lens to serve as grounding for the casing. Perforations will be in the range of 240 to 400 feet below ground surface, with an annular seal from the ground surface to 240 feet below ground surface to isolate the desirable aquifer. The well is expected to produce 1,000 gallons per minutes (gpm). A deep well turbine pump will be installed. To ensure the well is optimized, a pilot well will be drilled and logged prior to finalization of the production well profile.

Table 2-1. Construction Data for City of Mendota Wells

Construction Data for City of Mendota Wells					
Well No.	Date Drilled	Total Depth (feet)	Depth Cased (feet)	Perforated Interval (feet)	Annual Seal (Feet)
7	06/01	420	405	260-395	0-240
8	08/01	425	405	240-375	0-230
9	08/01	420	405	260-395	0-240

From “Groundwater Conditions in the Vicinity of the B&B Ranch, Northeast of Mendota,” Kenneth D. Schmidt & Associates, June 2008

In order to make use of the new well, which would become known as Well No. 10, the existing raw water main system would have to be extended to the new well location. A potential alignment has been coordinated with the property owner. Approximately 1,100 feet of new 18-inch water line would be required. The existing line is constructed of steel, which is difficult to construct and not as durable in the aggressive soils characteristic of the area. Accordingly the extension will be constructed of cement mortar lined and coated ductile iron pipe. Valves and appurtenances will be coated to reduce the potential for corrosion and extend reliable service life.

The current well is integrated with the City’s Supervisory Control and Data Acquisition (SCADA) system, which coordinates operation of all of the pumps and tank levels in the water supply and distribution system. The existing control and communications equipment will be examined for condition and suitability. If it is in very good condition it will be reused; otherwise it will be replaced in kind.

All of this work together is defined as the “Well Project.”

Figure 2-1 - Location Map, Mendota Wells

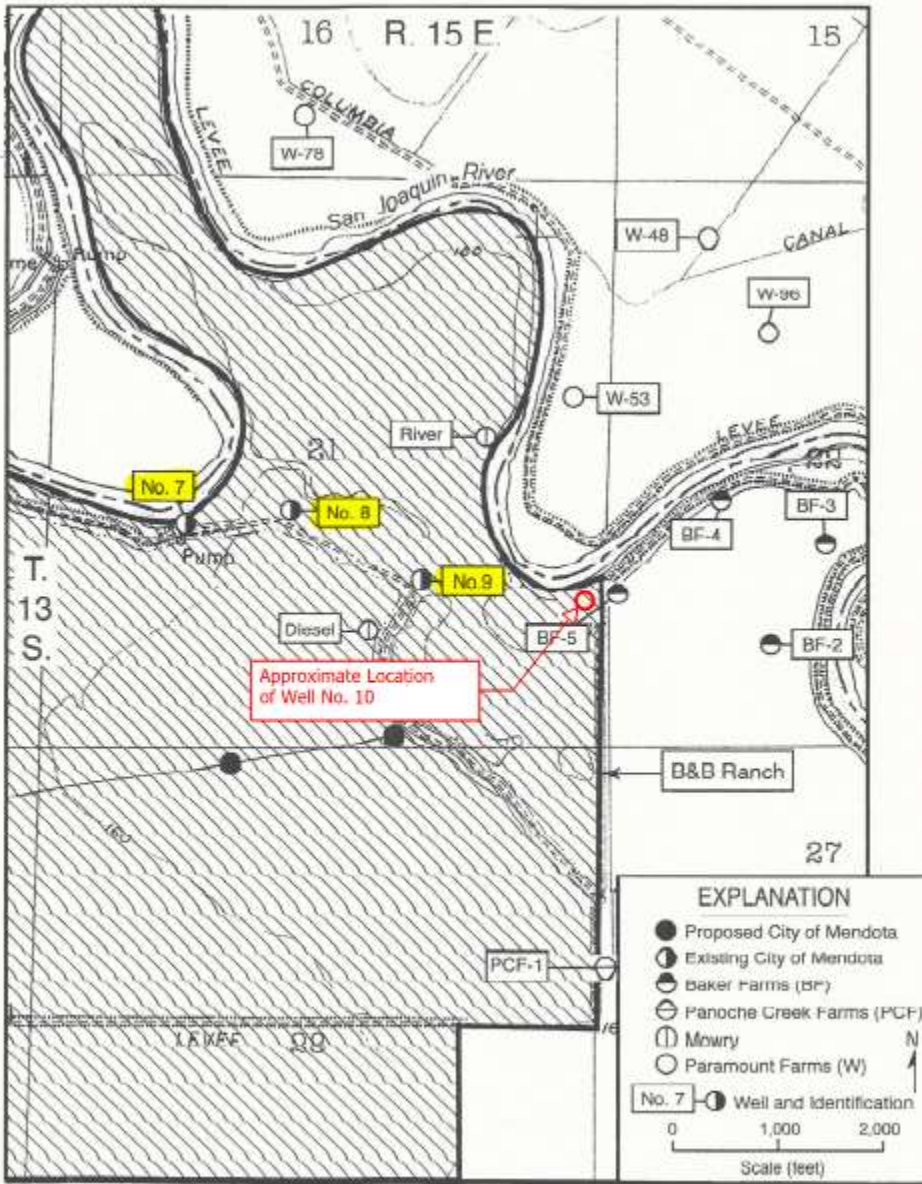


FIGURE 1 - LOCATION OF STUDY AREA AND SELECTED WELLS
(From KDSA, 2008)

2.1 Overall Well Project Cost

The City has not yet spent money on the Well Project. The 2008 KDSA hydrology study is considered adequate as a basis of design. Costs moving forward will include design engineering, bidding, construction administration and testing, construction staking, construction observation, construction of the new well, pump, controls and water main extension, as well as environmental compliance and coordination with Department of Drinking Water (DDW) to modify and update the City’s water supply permit. The overall cost of the proposed Well Project moving forward including this scope of work is estimated to be \$1.553 million. A Well Project budget is shown in [Table 2-2](#) below.

Table 2-2. Well Project Costs

Well Project Costs	
Work Items	Cost
Joint Work Common to All Packages	
Field Survey & Legal Descriptions/ Joint Design	\$51,100
Construction Package 1 – Well Construction	
Environmental, Design Engineering & Bidding	\$46,400
Construction Admin, Observation and Staking	\$55,600
Construction	\$343,254
Subtotal, Construction Package 1	\$445,254
Construction Package 2 – Well Equipping	
Environmental, Design Engineering & Bidding	\$42,800
Construction Admin, Observation and Staking	\$23,100
Construction	\$386,760
Subtotal, Construction Package 2	\$452,660
Construction Package 3 – Water Main Extension	
Environmental, Design Engineering & Bidding	\$34,500
Construction Admin, Observation and Staking	\$29,000
Construction	540,500
Subtotal, Construction Package 3	\$604,000
Total Estimated Project Cost:	\$1,553,014

Project costs were derived using unit prices and total project costs for similar recent projects in the City and in the counties of Fresno, Madera and Tulare which surround the City, while considering the unique features of this project. Engineering costs were estimated by P&P staff and will be the basis for the engineering design and construction services contracts for the Project.

2.2 Design Engineering and Bidding Services

Design engineering will be done by Provost & Pritchard Consulting Group. Three bid packages will be created, to help assure that the most qualified contractors for each type of work will be interested in bidding. These Contract Document packages will include:

- Package 1 – Construction of Well No. 10
- Package 2 – Well No. 10 Equipping and Site Work (Pump, power, site facilities, SCADA)
- Package 3 – Construction and connection of raw water line extension

2.3 Environmental and Regulatory Compliance

Since the entire project is located within an existing active agricultural area, and because the scope of the project is the same as the current use and does not expand impacts in any way, the proposed Project is not expected to have significant environmental impacts. A Categorical Exemption, using exemption 15303 New Construction or Conversion of Small Structures will be prepared and filed.

2.4 Agency Permitting

The project will require amendment of the City's existing water supply permit with the State Water Resources Control Board's Division of Drinking Water. If the new well includes a stand-by generator, both a Permit to Construct and a Permit to Operate will be required from the San Joaquin Valley Air Pollution Control District.

Provost & Pritchard will be responsible for applying for and processing the DDW permit amendments and the APCD permit (if required), but cannot guarantee the outcome of the applications.

2.5 Construction Contract

This item will include all compensation to the construction Contractors for completion of all work shown and specified in the three Contract Document packages.

2.6 Construction and Administration Services

The Provost & Pritchard engineering team (engineering team) will administer each of the construction contracts, including review of and taking appropriate action with respect to the Contractor's submittals, responding to Contractor Requests for Information (RFIs), preparation of monthly payment requests, and periodically visiting the project site to help provide assurance that the work is being carried out in accordance with the requirements and intent of the Contract Documents.

The engineering team will also provide control staking for the project sufficient to serve as the basis for the Contractors' detailed construction staking. The team will carry out an as-built survey to assure that the projects comply with the contract document requirements.

2.7 Construction Observation and Testing Services

Provost & Pritchard will provide construction observation services, to provide further assurance of contract compliance and to provide information to the City regarding issues of scope change or potential non-compliance, and to serve as liaison for the City and the engineering team to the Contractor. Observation of the well drilling construction will be continuous; observation of the well equipping and pipeline construction projects will be part-time and focused on substantial project milestones.

2.8 Project Roles and Management

All construction will be performed by licensed contractors selected by sealed bid process in accordance with the California Contracts Code and the City of Mendota purchasing ordinance.

The Program Manager for the City will be City Manager Cristian Gonzales. His task will be to oversee and coordinate the Well Project consultants, to review and approve progress payment estimates for the consultants and the construction contractors. No City staff time is included in the Project budget. The Project Engineer and Manager will be David McGlasson, Principal Engineer with Provost & Pritchard Consulting Group. He will manage and coordinate the engineering team and coordinate with the engineering team's subconsulting structural engineer and geotechnical engineer. He will also be responsible for overall project quality control including coordination between the final project plans and specifications, and will be the project's liaison between the City and the construction contractors.

2.9 Implementation Plan

A proposed Project schedule is shown below. This includes a list of tasks to complete the Project. The design of the replacement well is complete to the conceptual level. The engineering team is ready to begin the Construction Documents phase of the design process, to include the well, pump, SCADA adaptation, and water main extension.

The City anticipates that three bid packages will be prepared, one for the well itself, another for the pump, pump site facilities and SCADA adaptation, and the third for the water main extension. Packages of final plans and specifications will be ready for advertisement in accordance with the submitted design and construction schedules below.

Table 2-3 provides a list of project milestones. The City anticipates that the three project bid packages will be completed within the same time window. Packages 1 and 2 will be sequential, and together will take longer to complete than Package 3, which will be started and completed within the construction period shown for Packages 1 and 2.

Table 2-3. Well Project Schedule

Well Project Schedule	
Document	Expected Date
Project Kickoff Meeting	03/19
100% PS&E – Well Drilling Package 1	05/19
Notice of Package 1 Contract Award	07/19
Contractor's Notice to Proceed – Package 1	08/19
Substantial Completion – Package 1	09/19
100% PS&E – Packages 2 & 3	10/19
Notices of Packages 2 & 3 Contract Award	11/19
Contractor's Notices to Proceed – Packages 2 & 3	01/20
Substantial Completion – Package 3	04/20
Substantial Completion – Package 2	05/20

3 Reconstruction of the Mowry Bridge

The City proposes to reconstruct the existing Mowry Bridge (Bridge) over the Fresno Slough, immediately east of the City limits. The Bridge serves to provide City staff access to the City's municipal water well field, which is located on private lands east of the Fresno Slough and immediately south of the San Joaquin River. The bridge also serves to support and carry the City's raw water transmission line, which is the sole link between the City's water wells and its customers. In addition to the City, the Bridge benefits the owner of the lands east of the Fresno Slough, BB Limited (BB).

Replacement of the Bridge will create an efficient and cost-effective access to the southerly levee to be constructed as part of the Reach 2B Segment of the San Joaquin River Restoration Program. That construction will require multiple years of construction traffic to construct levees, a fish screen, and other fish habitat enhancements. The bridge will provide permanent access to perform O&M and

The proposed bridge will not be a replacement in kind of the existing Bridge. The new structure will be a concrete viaduct supported by reinforced concrete piers. The load capacity of the current bridge is not specifically known but is not sufficient to support even passenger car traffic at this time. The new bridge will be designed to meet HS-24 load requirements, meaning it will be sufficient to carry any vehicle which can legally use the roads in the state of California as well as agricultural vehicles and construction traffic. Meeting this load-carrying standard will allow the new bridge to carry all loads imposed in normal use as well as all equipment and haul trucks that will be needed by Reclamation and its contractors.

In addition to providing the City with access to the well field, the Bridge is critical for the City as it supports and carries a major raw water line across the Fresno Slough. The reconstructed bridge would carry a new water line made of ductile iron, and will provide at least three feet of freeboard to the bottom of the concrete structure, or soffit elevation. The pipe would be located higher still, on the side of the bridge viaduct, above the soffit elevation and below the deck.

A design report, "Structure Type Selection Report for Mowry Bridge Replacement," March 13, 2018, prepared by Cornerstone Structural Engineering Group, the City's structural engineering consultant (Design Report) has determined that a precast, pre-stressed concrete girder bridge design, with a concrete deck offers several advantages over other design options and is the preferred design alternative. Initial cost is substantially lower than a steel girder option, optimizing the cost/benefit of the project. Comparatively longer available span lengths mean fewer piles within the channel, minimizing biological impacts and actually reducing the effect of the piles on the hydraulics of the channel versus the current bridge.

Pre-cast construction means the actual forming and pouring of concrete would occur off-site at a manufacturing facility, minimizing the chances of accidental spills of construction materials into the Fresno Slough. Construction time would be minimized versus other methods, and the bridge can feasibly be completed in a single low-water-flow season. Concrete construction requires minimal long-term maintenance.

The Design Report also discusses options for bridge alignment and water line placement. The old bridge will be removed and the new bridge will be offset to the north, with the south edge of the new structure located near the same alignment as the south edge of the old bridge. By locating the south edge of the new bridge near the location of the south edge of the existing bridge, it will be possible to temporarily relocate the City's raw water transmission main to the construction trestle while the old bridge is removed and the new bridge is constructed. A new water line will be constructed on the shoulder of the new bridge, which will raise the water line approximately 30 inches and will provide both greater protection for the water line from drift in the channel and far better maintenance access to City staff. Rather than having to work on a suspended

pipeline either hanging from above, or from a boat in the channel, staff will be able to stand on the bridge itself and will be protected from falling by a steel handrail. All of these features of the new bridge add to the overall security of the City of Mendota water supply.

In order for this new bridge to meet the requirements of the Reach 2B project, the City and its engineering team have coordinated with Reclamation and the Reach 2B project team. The City received design parameters from Reclamation’s bridge design group in Denver, which stipulated a minimum deck width of 16 feet (single-lane access) and a design load of HL-93 minimum. The Reclamation guidelines became the minimum load capacity parameters for the project.

The final width of the new bridge is driven by state and federal bridge safety standards and the width of the agricultural equipment which must use the bridge. The lease agreement with BB requires that the top of the bridge deck be maintained as flat and level, to facilitate the passage of wide and low agricultural equipment. This requirement in the lease is in conflict with the Caltrans and AASTO standards for minimum side rail height, which apply to every public bridge. The City and the engineering team have met and have coordinated a solution satisfactory to all. A bridge width of 24 feet between rail faces and a standard rail height of 32 inches above the deck (Concrete Barrier Type 732_RSP-B11-55) will be sufficient and will also allow conformance with the applicable design standards.

3.1 Overall Mowry Bridge Project Cost

From November 2017 through the end of December, 2018, the City will have expensed a total of \$151,800 on engineering investigations and staff time, pursuing funding and evaluating the feasibility of different repair and replacement options. The overall cost of the proposed project moving forward is estimated to be \$5.126 million including design engineering, environmental analysis and mitigation, permitting, bidding, testing, construction administration, construction staking and observation. The full project cost is the sum of these two items, a total of \$5.278 million, as shown on the Project Budget in **Table 3-1** below. .

Table 3-1. Summary of Mowry Bridge Project Costs

Summary of Mowry Bridge Project Costs	
Task Name	Cost
Pre-Construction Costs	\$151,800
Design Engineering and Bidding	\$389,937
Environmental Analysis and Mitigation	\$20,884
Permitting	\$55,758
Construction	\$4,303,878
Construction Engineering and Staking	\$79,547
Construction Observation and Testing	\$276,028
Total Estimated Project Cost:	\$5,277,832

The sections below include a breakdown of the following:

- Pre-Contract Costs
- Design Engineering and Bidding Costs
- Estimated Environmental Compliance Costs

- Agency Permitting Costs
- Estimated Construction Costs
- Estimated Construction Engineering, and Administration Costs
- Estimate Construction Observation and Testing

Project costs were derived using unit prices and total project costs for similar recent projects in the City and in the counties of Fresno, Madera and Tulare which surround the City, while considering the unique features of this project. Engineering costs were estimated by the engineering team and will be the basis for the engineering design and construction services contracts for the Project.

3.2 Pre-Contract Costs

Pre-Contract costs will be claimed for the period of November, 2017 through December, 2018, including the costs for studies, funding applications, coordination with Reclamation and preliminary engineering.

3.3 Design Engineering and Bidding Services

Conceptual project design and evaluations dating back to 2015 have been performed by the City and its consultants, as documented in previous studies and reports. An engineering team led by Provost & Pritchard Consulting Group will carry out final design, preparation of construction documents, and necessary bidding procedures. The team will make recommendation to the City as to the lowest responsible, responsive bidder and will recommend award of the construction contract as appropriate.

3.4 Environmental and Regulatory Compliance

Project environmental clearance and mitigation under both CEQA and NEPA will rely on the Environmental Impact Report/Study (EIR) prepared for the Reach 2B Project, which included analysis of reconstructing a bridge across the Fresno Slough. The EIR, included herein by reference only, includes identification of necessary measures to mitigate biological and air quality impacts due to all aspects of the Reach 2B Project. The City plans to adopt the EIR as a Responsible Agency.

The Mowry Bridge Project will rely on studies and analysis presented in the EIR as well as environmental compliance developed for Endangered Species Act and National Historic Preservation Act among others. In order to rely on this documentation, the Mowry Bridge project will follow the commitments and best management practices set forward in the environmental compliance documentation. This will require additional cultural resource surveys and tribal consultations, which will be carried out by the City prior to construction, and are included in the Reach 2B Project budget.

Analysis in the EIR concludes that the Mowry Bridge Project is not expected to have significant environmental impacts beyond those analyzed as part of the EIR. The proposed Project Alternative represents the lowest-impact project alternative, with possible impacts to the Fresno Slough limited to transient construction impacts from pile driving and removal. The proposed Project will provide beneficial effects, including a reduction of carbon footprint from construction equipment and haul trucks serving the Reach 2B project and due to reduced mileage traveled by the City's Water Division staff in operating and maintaining the wells on the BB property.

The Giant Garter Snake was found by the EIR to be in the area of the Reach 2B Project, and the EIR proposes mitigations including exclusionary fencing and windows of no-construction activity during breeding and over-winter aestivation. Because of conflicts these time windows versus the months when Fresno Slough

flow is at minimum (typically October through December) the proposed Project will follow the best management practices for construction during the aestivation period described in the EIR and the Biological Opinion. Best practices, including careful placement of exclusion fences to help assure Giant Garter Snakes are kept outside of the construction zone, will be carried out under the supervision of DFW.

We anticipate that Reclamation will be able to carry out any needed supplementary biological evaluations under its own IDIQ contract with Live Oak Associates, however should that prove infeasible the City is prepared to hire LOA directly or by subcontract through P&P. All environmental work will be coordinated with the Reach 2B team to ensure all requirements of applicable Federal and State laws are met.

3.5 Agency Permitting

The project will require permits from several agencies including:

- Central Valley Flood Protection Board (Encroachment Permit)
- Regional Water Quality Control Board (401c Water Quality Certification)
- California Department of Fish & Wildlife (1601 Streambed Alteration Permit)
- California Office of Historical Preservation

Provost & Pritchard will be responsible for applying for and processing these permits, but cannot guarantee issuance of a permit by any governmental agency. Applied Earthworks, a qualified Cultural Resources consultant, will be retained to prepare site-specific cultural resources evaluations and to carry out the City's tribal notification responsibilities under CEQA.

3.6 Construction Contract

This item will include all compensation to the construction Contractor for completion of all work shown and specified in the Contract Documents.

3.7 Construction and Administration Services

The engineering team will administer the Construction contract, including review of and taking appropriate action with respect to Contractor submittals, responding to Contractor Requests for Information (RFIs), preparation of monthly payment requests, and periodically visiting the project site to help provide assurance that the work is being carried out in accordance with the requirements and intent of the Contract Documents.

The team will also provide control staking for the project sufficient to serve as the basis for the Contractor's detailed construction staking. The team will carry out an As-Built survey to assure that the project complies with the contract document requirements.

3.8 Construction Observation and Testing Services

The engineering team will provide construction observation services on a nearly-full-time basis, to provide further assurance of contract compliance and to provide information to the City regarding issues of scope change or potential non-compliance, and to fulfill the need for a liaison between the City, the engineering team and the Contractor.

Two separate construction observation teams will be used. One, to be provided by structural engineering subconsultant Cornerstone Structural Engineering Group, will focus on construction of the bridge structure. The other, provided by Provost & Pritchard, will focus on related structures and facilities also included in the construction contract. Geotechnical testing services will be provided by the engineering team.

3.9 Project Roles and Management

Work on design development and the final Contract Documents will be coordinated between the City, the engineering team and Reclamation, with involvement by both the Reach 2B project team and the Water Conveyance Group. The Reach 2B team will assist the City with completion of the supplemental biological investigations that will be required, and with implementation of applicable mitigation measures as set forth in the EIR. The Water Conveyance Group will review the Mowry Bridge plans and specifications at both preliminary and final levels, to assure that the Mowry Bridge project will be constructed to meet Reclamation's requirements and as represented in the Design Report. A complete set of As-Built drawings will be provided to Reclamation upon completion of construction.

All construction will be performed by licensed contractors selected by sealed bid process in accordance with the California Contracts Code and the City of Mendota purchasing ordinance. Contract unit prices are broken out and priced in accordance with the engineering team's recent local experience on similar projects, and using the Caltrans database of standard unit prices.

The Program Manager for the City will be City Manager Cristian Gonzales. His task will be to oversee and coordinate the project consultants, to review and approve progress payment estimates for the consultants and the construction contractor. Other City staff will support Mr. Gonzales in these duties, including Assistant Finance Director Nancy Diaz. No City staff time is included in the Project budget.

The Project Engineer and Manager will be David McGlasson, Principal Engineer with Provost & Pritchard Consulting Group. He will manage and coordinate the civil design team and coordinate with the project's subconsulting structural engineer and geotechnical engineer. He will also be responsible for overall project quality control including coordination between the project plans and specifications, and will be the project's liaison between the City and the construction contractor.

The Project Structural Engineer will be Jonathan Jensen of Provost & Pritchard's subconsultant, Cornerstone Structural Engineering Group.

3.10 Implementation Plan

A proposed Mowry Bridge project schedule is included in **Table 3-2** below. Work may accelerate or decelerate depending upon permit issuance dates, actual versus anticipated Fresno River flow conditions, and the results of more detailed environmental studies. Plan preparation, permit processing and environmental clearance will take priority early in the Project to help ensure they do not cause delays. Supplemental environmental investigations will be carried out, reviewed with appropriate agencies, and additional project mitigation measures developed as necessary.

The design of the bridge itself is complete to the conceptual level. Alternatives analysis is complete and the engineering team is ready to begin the Construction Documents phase of the design process. The geotechnical consultant will be retained and given notice to proceed as a first order of work upon execution of Contract No. 8-LC-20-2348. A package of final Contract Documents will be ready for advertisement in accordance with the submitted design and construction schedules included in **Table 3-2**.

Table 3-2. Mowry Bridge Project Schedule

Mowry Bridge Project Schedule	
Event	Expected Date
Project Design Kick-Off	January, 2019
Project Design Complete	July, 2019
Construction Bids Received	August, 2019
All Permits Secured	August, 2019
Construction Contract Awarded	September, 2019
Construction Commences	September, 2019
Construction Substantially Complete	April, 2020
Construction Fully Complete	May, 2020

The critical path on the schedule shown is the securing of all necessary agency permits. The engineering team will diligently pursue application for and processing of these permits, but the overall processing time and issuance of each permit is beyond control of the engineering team and the City. Keeping the schedule shown in Table 3-2 is dependent upon getting construction started by September, 2019, in order to complete construction within the Fresno Slough before water flows begin to increase with the winter rains and snowpack runoff. That portion of the Mowry Bridge Project construction is expected to take 90 days, and will ideally occur in the window from October through December.

If construction cannot start by early September, then the start of construction will have to be delayed until late spring, 2020. Depending upon the amount of rainfall and attendant snowpack runoff experienced over the 2019-2020 winter, the construction start could foreseeably be delayed until May, 2020. If it is apparent by July, 2019 that permits will not be secured in time for a September, 2019 construction commencement, the City will delay the bid opening in anticipation of the later construction start, and the schedule will be as shown in Table 3-3. The City and the engineering team will continue to work closely with Reclamation to monitor permit status and make the best decision possible as to which schedule will be best for the overall outcome of the Mowry Bridge Project.

Table 3-3. Mowry Bridge Alternative Project Schedule

Mowry Bridge Alternative Project Schedule	
Event	Expected Date
Project Design Kick-Off	January, 2019
Project Design Complete	September, 2019
All Permits Secured	January, 2020
Construction Bids Received	March, 2020
Construction Contract Awarded	April, 2020
Construction Commences	May, 2020
Construction Substantially Complete	November, 2020
Construction Fully Complete	December, 2020



Figure 3-1. Project Location



Figure 3-2. Existing Bridge, Circa 1999

Section Three: General Plan
Reconstruction of the Mowry Bridge

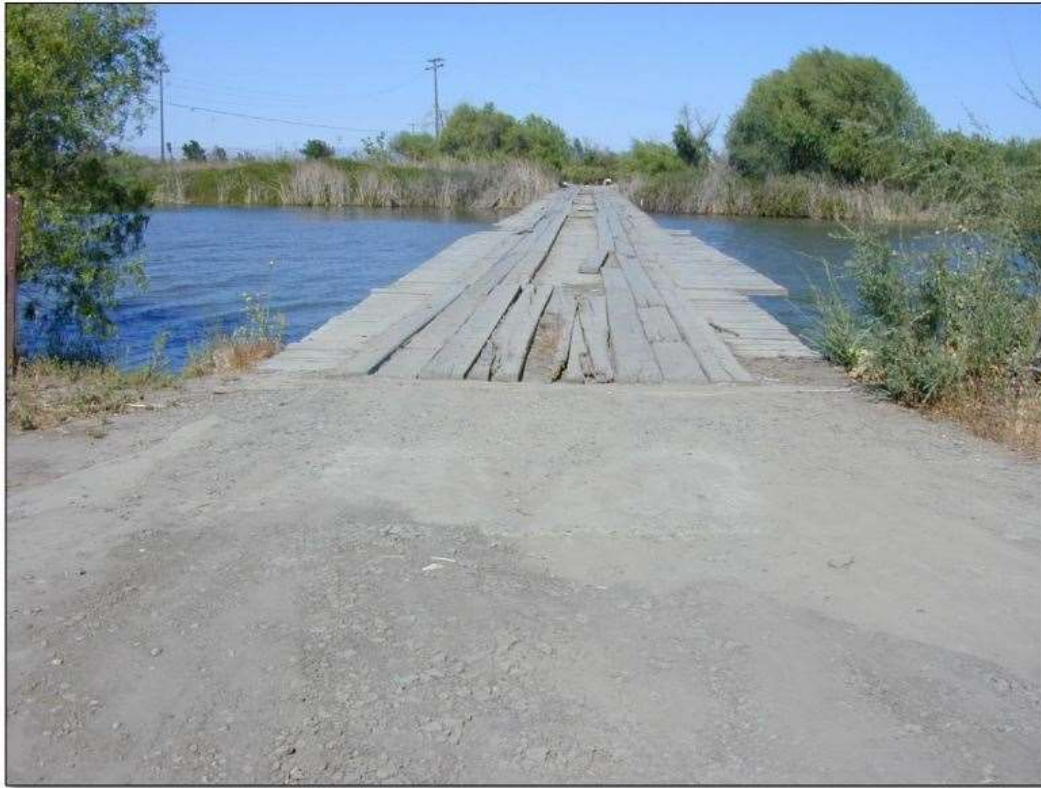


Figure 3-3. Original Wooden Bridge Deck



Figure 3-4. Photos of Beaver Damage to Bridge Piles



Figure 3-5. Existing 20-inch Water Line on Bridge

Appendix A

Well Project Cost Estimates



**PROVOST & PRITCHARD
ENGINEERING AND SURVEYING SERVICES FOR WELL PROJECT**

Joint Work Common to All Packages

Field Survey and Legal Descriptions	\$	5,800
Schematic Common Design	\$	12,100
Final Design Common Drawings	\$	33,200
Subtotal:	\$	51,100

Package 1: Well Construction

Well Drilling: Final Design and Bidding	\$	46,400
Well Drilling: Construction Services	\$	55,600
Subtotal:	\$	102,000

Package 2: Well Equipping

Well Site and Equipment: Final Design and Bidding	\$	42,800
Well Site and Equipment: Construction Services	\$	23,100
Subtotal:	\$	65,900

Package 3: Raw Water Main Extension

Raw Water Line: Final Design and Bidding	\$	34,000
Raw Water Line: Construction Services	\$	29,000
Subtotal:	\$	63,000

Total Provost & Pritchard Fees: \$ 282,000

FEE ESTIMATE FOR WELL PROJECT -- WORK BENEFITTING ALL BID PACKAGES



Estimated Staffing Plan and Cost Breakdown

TASK	Principal Engineer IV	Senior Engineer III	Associate Engineer III	Assistant Engineer III	Assistant Engineer I	Project Administrator II	Principal Engineer IV	Senior Geologist/Hydrogeologist II	Associate Engineer IV	Associate Technician III	Licensed Surveyor III	2 man survey with LS	Total Hours	Mileage	Sub and expenses	Subtotal Labor	15%		10%		Total Fee
	McGlasson	Osborn	Jacobson	Hughes	Gong	Tucker	Simmons	Overton	Halopoff	Williamson	Bowers	2 man survey LS					Subtotal Reimb w/Mark Up	Subtotal	Conting.		
33361801x	\$210	\$165	\$129	\$110	\$95	\$80	\$210	\$160	\$135	\$115	\$145	\$260		0.545							
Field Survey and Legal Descriptions																					
Prep for Field Survey											2		2			\$290	\$0	\$290	\$29	\$319	
Perform Field Survey of site and pipe alignment												8	8	100		\$2,080	\$63	\$2,143	\$214	\$2,357	
Prepare base plans for civil use										8			8			\$920	\$0	\$920	\$92	\$1,012	
Prepare legal for well site		1											5			\$745	\$0	\$745	\$75	\$820	
Prepare legal for pipeline alignment		1											5			\$745	\$0	\$745	\$75	\$820	
Prepare agenda item and staff report for acceptance	2												2			\$420	\$0	\$420	\$42	\$462	
Schematic Well and Equipment Design																					
Review KDSA Hydrology Report	2		2				4	2					10			\$1,838	\$0	\$1,838	\$184	\$2,022	
Determine well site size and layout	2		2										4	100		\$678	\$63	\$741	\$74	\$815	
Determine pipeline alignment, well site location and POC		4	2										6	100		\$918	\$63	\$981	\$98	\$1,079	
Prepare Basis of Design Memo	2	2	4				2						10			\$1,686	\$0	\$1,686	\$169	\$1,855	
- Preliminary pump and equipment sizing	1		1				1						3			\$549	\$0	\$549	\$55	\$604	
- Site utility requirement, Points of Connection			4										4			\$516	\$0	\$516	\$52	\$568	
- Description of well operations criteria	1		4										5			\$726	\$0	\$726	\$73	\$799	
- Permit Requirements	2		2										4	50		\$678	\$31	\$709	\$71	\$780	
- Outline tech specs			2				2						4			\$678	\$0	\$678	\$68	\$746	
- EOPCC	2		4										6			\$936	\$0	\$936	\$94	\$1,030	
Schematic Design Drawings																					
- Cover Sheet	1		3		6								10			\$1,167	\$0	\$1,167	\$117	\$1,284	
- Legend/abbreviations sheet	1		1		4								6			\$719	\$0	\$719	\$72	\$791	
- General Notes and Design Criteria	2		4		6								12			\$1,506	\$0	\$1,506	\$151	\$1,657	
- Site layout and piping plan	2		4		8								14			\$1,696	\$0	\$1,696	\$170	\$1,866	
- Conceptual grading plan	1	2			6								9			\$1,110	\$0	\$1,110	\$111	\$1,221	
- Test hole and production well details				6			4						10			\$1,500	\$0	\$1,500	\$150	\$1,650	
- Shade structure plan and elevation only	2	4		8									14			\$1,960	\$0	\$1,960	\$196	\$2,156	
Electrical sub	4		4	4		2							14		\$ 4,900	\$1,956	\$5,635	\$7,591	\$759	\$8,350	
Assist with Well Permit app to DDW, meet with DDW.			6				2						8	25		\$1,194	\$16	\$1,210	\$121	\$1,331	
QA Review / Revisions / Submittal	4	8	8	2	4	2	2		2				32		\$ 200	\$4,642	\$230	\$4,872	\$487	\$5,359	
City workshop meeting	4	4	4										12			\$2,016	\$0	\$2,016	\$202	\$2,218	
Respond to comments and revise tech memo	4	2	8	2	4	2							22		\$ 200	\$2,962	\$230	\$3,192	\$319	\$3,511	
Project Management	16												16			\$3,360	\$0	\$3,360	\$336	\$3,696	
Total units	55	28	69	22	38	6	17	2	2	8	10	8	265	375							
Total \$	\$11,550	\$4,620	\$8,901	\$2,420	\$3,610	\$480	\$3,570	\$320	\$270	\$920	\$1,450	\$2,080		\$204	\$5,300	\$40,191	\$6,330	\$46,521	\$4,652	\$51,173	

Round to:

FEE ESTIMATE FOR WELL PROJECT -- BID PACKAGE 1, WELL CONSTRUCTION



Estimated Staffing Plan and Cost Breakdown

TASK	Principal Engineer IV	Senior Engineer III	Assistant Engineer III	Assistant Engineer I	Project Administrator II	Principal Engineer IV	Senior Geologist/Hydrogeologist II	Associate Engineer IV	Associate Engineer I	Total Hours	Mileage	Sub and expenses	Subtotal Labor	15%	10%	Total Fee
	McGlasson	Osborn	Hughes	Gong	Tucker	Simmons	Overton	Halopoff	Payne					Subtotal Reimb w/Mark Up	Subtotal	
33361801x	\$210	\$165	\$110	\$95	\$80	\$210	\$160	\$135	\$115		0.545					
Well Drilling: Final Design and Bidding										0			\$0	\$0	\$0	\$0
Phase kick-off meeting	1	4	1		1	6	1		1	15			\$2,595	\$0	\$2,595	\$260
Prepare construction drawings										0			\$0	\$0	\$0	\$0
- Cover Sheet	1		2	6						9			\$1,000	\$0	\$1,000	\$100
- Legend/abbreviations sheet	1		1	4						6			\$700	\$0	\$700	\$70
- General Notes and Design Criteria	1		2	6		2				11			\$1,420	\$0	\$1,420	\$142
- Site layout and piping plan	2		16			4				22			\$3,020	\$0	\$3,020	\$302
- Conceptual grading plan	2	4	16							22			\$2,840	\$0	\$2,840	\$284
- Test hole and production well details	2			16		12		2		32			\$4,730	\$0	\$4,730	\$473
- Shade structure plan and elevation only	1	4	12							17			\$2,190	\$0	\$2,190	\$219
Electrical Engineer	2			4		4	6			16		\$ 1,000	\$2,600	\$1,150	\$3,750	\$375
Prepare front-end and technical specifications	16	4				12				32			\$6,540	\$0	\$6,540	\$654
Prepare EOPCC	2					2				4			\$840	\$0	\$840	\$84
Submit 90% PS&E to City					2					2			\$160	\$0	\$160	\$16
Meet with Staff to discuss comments	2					6				8			\$1,680	\$0	\$1,680	\$168
Revise 90% to 100% documents	4	1	4			4		2		15			\$2,555	\$0	\$2,555	\$256
Bidding Docs, RFIs, Addenda	4					4				8			\$1,680	\$0	\$1,680	\$168
Attend Pre-Bid meeting		4				6				10	130		\$1,920	\$81	\$2,001	\$200
Attend Bid Opening		4								4	100		\$660	\$63	\$723	\$72
Bid Canvass	1				2	2				5			\$790	\$0	\$790	\$79
Recommend of award, staff report, Council agenda item	3					1				4			\$840	\$0	\$840	\$84
Well Drilling: Construction Services																
Prepare conformed documents (5 copies)	1				2					3			\$370	\$0	\$370	\$37
Pre-construction meeting	2	2				4			4	12	130		\$2,050	\$81	\$2,131	\$213
Review and take action on submittals		2				4				6			\$1,170	\$0	\$1,170	\$117
Review and take action on RFIs	2					4				6			\$1,260	\$0	\$1,260	\$126
Preparation of Pay Requests (Assume 4 months)	4				4	4			4	16			\$2,460	\$0	\$2,460	\$246
Coordinate City, Contractor and DDW during const.	8					16			20	44			\$7,340	\$0	\$7,340	\$734
Engineer/Geologist on-site visits (Assume 9)	4					30	24		90	148	1300		\$21,330	\$815	\$22,145	\$2,214
Coordinate water sampling and testing						2			16	18			\$2,260	\$0	\$2,260	\$226
Provide final well design recommendations	2					6	2			10			\$2,000	\$0	\$2,000	\$200
Pump Test (1 site visit)									18	18	260		\$2,070	\$163	\$2,233	\$223
Pump Test Evaluation, pump design	2					6			2	10			\$1,910	\$0	\$1,910	\$191
Final Walk-through		4				6			4	14	250		\$2,380	\$157	\$2,537	\$254
Prepare NOC, staff report, agenda item	3									3			\$630	\$0	\$630	\$63
Project Management	20									20			\$4,200	\$0	\$4,200	\$420
Total units	93	33	54	36	11	147	33	4	159	570	2170					
Total \$	\$19,530	\$5,445	\$5,940	\$3,420	\$880	\$30,870	\$5,280	\$540	\$18,285		\$1,183	\$1,000	\$90,190	\$2,510	\$92,700	\$101,970

Round to:

FEE ESTIMATE FOR WELL PROJECT -- BID PACKAGE 2, WELL EQUIPPING



Estimated Staffing Plan and Cost Breakdown

33361801x	Principal Engineer IV	Senior Engineer III	Assistant Engineer III	Associate Engineer III	Project Administrator II	Principal Engineer IV	Senior Const. Manager III	Total Hours	Mileage	Sub and expenses	Subtotal Labor	15%	10%	Total Fee
	McGlasson	Osborn	Hughes	Jacobson	Tucker	Simmons	Vickers					Subtotal Reimb w/Mark Up	Subtotal	
TASK	\$210	\$165	\$110	\$129	\$80	\$210	\$150		0.545					
Well Site and Equipment: Final Design and Bidding														
Prepare construction drawings														
- Cover Sheet	1		4	1				6			\$779	\$0	\$779	\$78
- Legend/abbreviations sheet	1		2	1				4			\$559	\$0	\$559	\$56
- Process flow diagram	2		8	4				14			\$1,816	\$0	\$1,816	\$182
- General Notes and Design Criteria	2		4	2				8			\$1,118	\$0	\$1,118	\$112
- Site layout and piping plan	1		8	4		2		15			\$2,026	\$0	\$2,026	\$203
- Grading plan		2	4					6			\$770	\$0	\$770	\$77
- Well equipment details	4		8	8		4		24			\$3,592	\$0	\$3,592	\$359
- Shade structure plan and elevation only			2	4				6			\$736	\$0	\$736	\$74
- Construction Details	2		4	4				10			\$1,376	\$0	\$1,376	\$138
- Electrical and Control sheets	2		8	16				26		\$ 7,500	\$3,364	\$8,625	\$11,989	\$1,199
Prepare front-end and technical specifications	12	2		8	4	4		30			\$5,042	\$0	\$5,042	\$504
Prepare EOPCC	2			4				6			\$936	\$0	\$936	\$94
Submit 90% PS&E to City					2			2		\$ 200	\$160	\$230	\$390	\$39
Meet with Staff to discuss comments	2	4		4				10			\$1,596	\$0	\$1,596	\$160
Revise 90% to 100% documents	1		4	1	1			7			\$859	\$0	\$859	\$86
Bidding Docs, RFIs, Addenda	2			4				6			\$936	\$0	\$936	\$94
Attend Pre-Bid meeting		4		4				8	100		\$1,176	\$63	\$1,239	\$124
Attend Bid Opening		4						4	100		\$660	\$63	\$723	\$72
Bid Canvass	1			1	2			4			\$499	\$0	\$499	\$50
Recommend of award, staff report, Council agenda item	3							3			\$630	\$0	\$630	\$63
														\$ 42,757
Well Site and Equipment: Construction Services														
Prepare conformed documents (5 copies)	1				2			3			\$370	\$0	\$370	\$37
Pre-construction meeting	2	4						6			\$1,080	\$0	\$1,080	\$108
Review and take action on submittals	2			8				10			\$1,452	\$0	\$1,452	\$145
Review and take action on RFIs	2			6				8			\$1,194	\$0	\$1,194	\$119
Preparation of Pay Requests	6			2				8			\$1,518	\$0	\$1,518	\$152
Coordinate City, Contractor and DDW during const.	2			8				10		\$ 1,500	\$1,452	\$1,725	\$3,177	\$318
Engineer on-site visits (1 trip)				4				4			\$516	\$0	\$516	\$52
Part-time construction inspection (6 trips)							36	36	600		\$5,400	\$376	\$5,776	\$578
Substantial Completion Walk-through				4			4	8	200		\$1,116	\$125	\$1,241	\$124
Prepare Punch List	1			2			2	5			\$768	\$0	\$768	\$77
Final Walk-through				4			4	8			\$1,116	\$0	\$1,116	\$112
Prepare NOC, staff report, agenda item	3			1			1	5			\$909	\$0	\$909	\$91
Prepare Record Drawings	1		4					5			\$650	\$0	\$650	\$65
														\$ 23,130
Project Management	12							12			\$2,520	\$0	\$2,520	\$252
														4%
Total units	70	20	60	109	11	10	47	327	1000					
Total \$	\$14,700	\$3,300	\$6,600	\$14,061	\$880	\$2,100	\$7,050		\$545	\$9,200	\$48,691	\$11,207	\$5,990	\$65,888

Round to:

FEE ESTIMATE FOR WELL PROJECT -- BID PACKAGE 3, RAW WATER MAIN EXTENSION



Estimated Staffing Plan and Cost Breakdown

33361801x	Principal Engineer IV	Senior Engineer III	Assistant Engineer III	Assistant Engineer I	Project Administrator II	Senior Planner II	Senior Planner III	Senior Const. Manager III	Associate Technician III	Licensed Surveyor III	2 man survey with LS	Total Hours	Mileage	Sub and expenses	Subtotal Labor	Subtotal Reimb w/Mark Up	Subtotal	Conting.	Total Fee
	McGlasson	Osborn	Hughes	Gong	Tucker	Sholars	O'Neal	Vickers	Williamson	Bowers	2 man survey LS								
TASK	\$210	\$165	\$110	\$95	\$80	\$143	\$160	\$150	\$115	\$145	\$260		0.545						
Raw Water Line: Final Design and Bidding																			
Coordination of Environmental Clearance		2				16	16					34			\$5,178	\$0	\$5,178	\$518	\$5,696
Prepare construction drawings																			
- Cover Sheet	1	2		4								7			\$920	\$0	\$920	\$92	\$1,012
- Legend/abbreviations sheet	1	2		4								7			\$920	\$0	\$920	\$92	\$1,012
- Plan & Profile drawings (2 - 1"=20' Single Window)	1	4		23								28			\$3,055	\$0	\$3,055	\$306	\$3,361
- General Notes and Design Criteria (1 sheet)	1	4		6								11			\$1,440	\$0	\$1,440	\$144	\$1,584
- Construction Details (2 sheets)	1	4		12								17			\$2,010	\$0	\$2,010	\$201	\$2,211
Prepare front-end and technical specifications	20	4			2							26			\$5,020	\$0	\$5,020	\$502	\$5,522
Prepare EOPCC	1	1	4									6			\$815	\$0	\$815	\$82	\$897
Submit 90% PS&E to City					2							2			\$160	\$0	\$160	\$16	\$176
Meet with Staff to discuss comments	1	5			1							7			\$1,115	\$0	\$1,115	\$112	\$1,227
Revise 90% to 100% documents	2	4		12	2							20			\$2,380	\$0	\$2,380	\$238	\$2,618
Bidding Docs, RFIs, Addenda	4	16			4							24			\$3,800	\$0	\$3,800	\$380	\$4,180
Attend Pre-Bid meeting		5										5	100		\$825	\$63	\$888	\$89	\$976
Attend Bid Opening		4										4	100		\$660	\$63	\$723	\$72	\$795
Bid Carvass	1	2			2							5			\$700	\$0	\$700	\$70	\$770
Recommend of award, staff report, Council agenda item	3											3			\$630	\$0	\$630	\$63	\$693
Raw Water Line: Construction Services																			
Prepare conformed documents (5 copies)					2							2			\$160	\$0	\$160	\$16	\$176
Pre-construction meeting		4										4			\$660	\$0	\$660	\$66	\$726
Review and take action on submittals		4										4			\$660	\$0	\$660	\$66	\$726
Review and take action on RFIs		6										6			\$990	\$0	\$990	\$99	\$1,089
Preparation of Pay Requests	2											2			\$420	\$0	\$420	\$42	\$462
Coordinate City, Contractor and DDW during const.	4	4										8			\$1,500	\$0	\$1,500	\$150	\$1,650
Prepare and set project control stakes									4	4	8	16	200		\$3,120	\$125	\$3,245	\$325	\$3,570
Engineer on-site visits (1 trip)		4										4	200		\$660	\$125	\$785	\$79	\$864
Construction Staking (Two trips)										8	16	24	180		\$5,320	\$113	\$5,433	\$543	\$5,976
Construction inspection (4 trips/week, 3 weeks)								48				48	1200		\$7,200	\$752	\$7,952	\$795	\$8,747
Substantial Completion Walk-through								4				4	100		\$600	\$63	\$663	\$66	\$729
Prepare Punch List		2										2			\$330	\$0	\$330	\$33	\$363
Final Walk-through		4						4				8	100		\$1,260	\$63	\$1,323	\$132	\$1,455
Prepare NOC, staff report, agenda item	1											1			\$210	\$0	\$210	\$21	\$231
Prepare Record Drawings		3		4								7			\$875	\$0	\$875	\$88	\$963
Project Management	4				16							20			\$2,360	\$0	\$2,360	\$236	\$2,596
Total units	48	90	4	81	15	16	16	56	4	12	24	366	2180						
Total \$	\$10,080	\$14,850	\$440	\$7,695	\$1,200	\$2,288	\$2,560	\$8,400	\$460	\$1,740	\$6,240		\$1,188	\$0	\$55,953	\$1,366		\$5,732	\$63,051

Round to:

Appendix B

Mowry Bridge Project Cost Estimate

ENGINEER'S OPINION OF PROBABLE PROJECT COST

**MENDOTA -- MOWRY BRIDGE
 BUDGET ESTIMATE**

December 5, 2018

Construction Cost

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization, Bonds & Insurance	1	LS	\$ 316,000.00	\$316,000
2	Construction Site Management	1	LS	\$ 7,100.00	\$7,100
3	Construction Staking	1	LS	\$ 7,500.00	\$7,500
4	Prepare SWPPP and DCP	2	EA	\$ 3,000.00	\$6,000
5	Implement SWPPP	1	LS	\$ 5,000.00	\$5,000
6	Implement DCP	1	LS	\$ 15,000.00	\$15,000
7	Construction Area Signs	1	LS	\$ 2,200.00	\$2,200
8	Type III Barricade	10	EA	\$ 125.00	\$1,250
9	Temporary Concrete Washout	1	LS	\$ 3,500.00	\$3,500
10	Temporary Type ESA Fencing	1,100	LF	\$ 11.00	\$12,100
11	Roadway Excavation	450	CY	\$ 13.00	\$5,850
12	Subgrade Prep	1,556	SY	\$ 2.10	\$3,267
13	Tensar Geogrid	1,764	SF	\$ 1.75	\$3,087
14	Class II Agg Base Road Surface	308	CY	\$ 68.00	\$20,944
15	Imported and Compacted Road Fill	912	CY	\$ 31.00	\$28,272
16	K-Rail on Road Outside of Bridge	120	LF	\$ 105.00	\$12,600
17	Relocate Irrigation structures on east side of bridge	3	EA	\$ 10,800.00	\$32,400
18	Irrigation Ditch Earthwork	1	LS	\$ 10,800.00	\$10,800
19	Solar Safety Lights at Ends and Center of Bridge	3	EA	\$ 620.00	\$1,860
20	Rock Slope Protection, 75 LB Rocks (Placement Method B)	80	CY	\$ 515.00	\$41,200
21	Rock Slope Protection Fabric (Class 8)	270	SY	\$ 15.50	\$4,185
22	Object Marker (Type P)	4	EA	\$ 310.00	\$1,240
23	Survey Monument	5	EA	\$ 750.00	\$3,750
24	Temporary Fiber Roll (Type I)	100	LF	\$ 22.00	\$2,200
25	Erosion Control (Hydroseed)	1,500.00	SF	\$ 0.80	\$1,200
26	Bridge Structure and Appertenances (Cornerstone)	1	LS	\$ 3,038,060.00	\$3,038,060
				Sub-Total:	\$3,586,565
			20%	Contingencies:	\$717,313
				Total:	\$4,303,878

Other Costs

	Pre- Contract Costs				
	Funding application and Preliminary Design				\$134,800
	Additional Pre-Contract Engineering and General Plan				\$17,000
	Subtotal, Pre-Contract Costs:				\$151,800
	Design Engineering and Bidding				\$389,937
	Environmental Analysis and Mitigation				\$20,884
	Agency Permitting				\$55,758
	Construction Engineering and Staking				\$79,547
	Construction Observation and Testing				\$276,028
	Subtotal, Consulting Services:				\$822,154
	Total Estimated Project Cost:				\$5,277,832

DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR MOWRY BRIDGE PROJECT



Estimated Staffing Plan and Cost Breakdown

TASK	Principal Engineer IV						Senior Engineer III		Associate Engineer I		Assistant Engineer II		Project Administrator I		2 man survey with LS		Senior Const. Manager III		15%		10%		Total Fee
	McGlasson	Osborn	Varner	Hughes	Tucker	Newton	Total Hours	Mileage	Sub and expenses	Subtotal Labor	Subtotal Reimb w/Mark Up	Subtotal	Conting.										
333618002	\$210,000	\$165,000	\$120,000	\$95,000	\$65,000	\$270,000	\$180.00																
Agency Permitting																							
CEFPB (Encroachment Permit)	40	10		20	8	78	50		\$12,470	\$31	\$12,501	\$1,250	\$13,751										
RWQCB (401c Water Quality Cert)	40	10		20	8	78	50		\$12,470	\$31	\$12,501	\$1,250	\$13,751										
CA-DFW (1600)	60	10		20	8	96	50		\$16,670	\$31	\$16,701	\$1,670	\$18,371										
CA-SHPD	20	10			4	34		\$ 2,500	\$6,110	\$2,875	\$9,985	\$899	\$10,884										
Subtotal, Agency Permitting:								\$ 2,500	\$6,110	\$2,875	\$9,985	\$899	\$10,884										
Environmental Analysis and Mitigation																							
Historic Preservation Survey	4				4	8		\$ 10,000	\$1,100	\$11,500	\$12,600	\$1,260	\$13,860										
Coordinate with Reclamation Environmental	8				4	12			\$1,940	\$0	\$1,940	\$194	\$2,134										
Stake for Giant Garter Snake Fence						16	16	200	\$4,320	\$125	\$4,445	\$445	\$4,890										
Subtotal, Environmental Analysis:								\$ 10,000	\$7,360	\$11,625	\$12,645	\$1,339	\$14,084										
Final Design																							
1 City Kickoff Meeting	2	2	2		2	8	90		\$1,120	\$56	\$1,176	\$118	\$1,294										
2 Kick off Parish Geotechnical	2					2	6		\$420	\$0	\$420	\$42	\$462										
3 Geotechnical report (Parikh)	4	2				6	6	\$ 36,948	\$1,170	\$42,468	\$43,638	\$117,000	\$43,775										
4 Review relevant soils information for civil work	1	2	2			5	6	\$ 22,538	\$780	\$25,915	\$26,695	\$78,000	\$26,773										
5 Prepare sheet set for 80% drawings				1	4	5	5		\$500	\$0	\$500	\$50	\$550										
6 Kickoff and coordinate CSEG work	1					1	5		\$690	\$0	\$690	\$0	\$690										
7 60% Grading Plans (2 sheets)	1		8	20		29	29		\$3,070	\$0	\$3,070	\$307	\$3,377										
8 60% Approach design plans (2 sheets)	1		10	20		31	31		\$3,310	\$0	\$3,310	\$331	\$3,641										
9 60% guard rail alignment plans (1 sheet)	1		6	12		19	19		\$2,070	\$0	\$2,070	\$207	\$2,277										
10 60% Cover erosion control Details (2 sheets)	1		10	20		31	31		\$3,310	\$0	\$3,310	\$331	\$3,641										
11 60% Bridge Plans (CSEG)						0	180	\$ 120,000	\$0	\$138,113	\$138,113	\$0	\$138,113										
12 Coordinate and Integrate CSEG Bridge Plans	2		8	8		18	18		\$2,140	\$0	\$2,140	\$214	\$2,354										
13 Preliminary Technical specifications	24		8		6	38	38		\$6,390	\$0	\$6,390	\$639	\$7,029										
14 60% PEOPC for Civil work	2		4			6	6		\$900	\$0	\$900	\$90	\$990										
15 City and Reclamation review of 60% plans	4		4			8	8		\$1,320	\$0	\$1,320	\$132	\$1,452										
16 Coordinate City & Reclamation comments			4	4		8	8		\$860	\$0	\$860	\$86	\$946										
17 Coordinate with Reclamation staff	8		8	4	2	18	18		\$2,770	\$0	\$2,770	\$277	\$3,047										
18 Prepare hard copy submittal	4			4	4	9	9		\$640	\$0	\$640	\$64	\$704										
19 Project Management	24					24	24		\$5,040	\$0	\$5,040	\$504	\$5,544										
Construction Documents																							
20 90% Grading Plans (2 sheets)	1		8	20		29	29		\$3,070	\$0	\$3,070	\$307	\$3,377										
21 90% Approach design plans (2 sheets)	1		10	20		31	31		\$3,310	\$0	\$3,310	\$331	\$3,641										
22 90% guard rail alignment plans (1 sheet)			6	12		18	18		\$1,860	\$0	\$1,860	\$186	\$2,046										
23 90% Cover erosion control Details (2 sheets)			6	12		18	18		\$1,860	\$0	\$1,860	\$186	\$2,046										
24 90% Bridge Plans (CSEG)						0	180	\$ 60,000	\$0	\$69,113	\$69,113	\$0	\$69,113										
25 Coordinate and Integrate CSEG Bridge Plans	1		4	4		9	9		\$1,070	\$0	\$1,070	\$107	\$1,177										
26 Final Contract Documents and Technical specs	24		4		6	34	34		\$5,910	\$0	\$5,910	\$591	\$6,501										
27 90% PEOPC for Civil work	2		2			4	4		\$660	\$0	\$660	\$66	\$726										
28 City and Reclamation review of 90% plans	2		4			6	6		\$900	\$0	\$900	\$90	\$990										
29 Prepare 100% plans and specs	4		16	20		40	40	\$ 20,000	\$4,660	\$23,000	\$27,660	\$466	\$28,126										
30 Coordinate with BOR staff	8		4	4	2	14	14		\$2,290	\$0	\$2,290	\$229	\$2,519										
31 Prepare hard copy submittal	40			4	4	40	40		\$840	\$0	\$840	\$84	\$924										
32 Project Management	40					40	40		\$8,400	\$0	\$8,400	\$840	\$9,240										
Bidding Services																							
33 Bid Advertisement	1				2	3	3		\$340	\$0	\$340	\$34	\$374										
34 Answer RFIs (assume 4)	4		6		4	14	14	\$ 5,000	\$1,820	\$5,750	\$7,570	\$182	\$7,752										
35 Prepare Addenda (assume 3)	3		6	4	4	17	17		\$1,990	\$0	\$1,990	\$199	\$2,189										
36 Attend Bid Opening						4	90		\$660	\$56	\$716	\$72	\$788										
37 Prepare Bid Curves	1	4		4	2	7	7		\$320	\$0	\$320	\$32	\$352										
38 Coordinate with City and Reclamation	2		2			4	4		\$420	\$0	\$420	\$42	\$462										
39 Prepare Letter recommending award	1				1	2	2		\$275	\$0	\$275	\$28	\$303										
40 Prepare Notice of Award	1				1	2	2		\$275	\$0	\$275	\$28	\$303										
Subtotal, Design Engineering & Bidding:								\$ 264,481	\$0	\$264,481	\$264,481	\$26,448	\$290,929										
Construction Staking and Administration																							
41 Attend Pre-Construction Meeting		4	4			8	8		\$1,140	\$0	\$1,140	\$114	\$1,254										
42 Prepare Issued-for-Construction Documents			2		2	4	4		\$370	\$0	\$370	\$37	\$407										
43 Review submittals (Assume 8)	4		12		2	18	18		\$2,410	\$0	\$2,410	\$241	\$2,651										
44 Review and answer RFIs (assume 5)	5		10		2	17	17		\$2,380	\$0	\$2,380	\$238	\$2,618										
45 Coordinate with Contractor, City, others	4	4	16		4	28	28		\$3,680	\$0	\$3,680	\$368	\$4,048										
46 Construction Staking (Two Trips to Site)			2			18	180		\$4,560	\$113	\$4,673	\$467	\$5,140										
47 Engineer site visits (1 month, 8 months)			8	32		40	720		\$5,160	\$451	\$5,611	\$516	\$6,127										
48 CSEG Construction Structural Support Services		4	4			8	0	\$ 29,295	\$33,689	\$33,689	\$0	\$33,689											
49 Walk-Through Inspection		4	4			8	28	270	\$6,180	\$169	\$6,349	\$635	\$6,984										
50 Prepare Punch List	1		2		1	4	4		\$515	\$0	\$515	\$52	\$567										
51 Final Inspection		5	5			10	90		\$2,145	\$56	\$2,201	\$220	\$2,421										
52 Prepare Record Drawings	2		4	16		4	4		\$2,420	\$0	\$2,420	\$242	\$2,662										
53 Project Close-Out	4		4		4	4	4		\$1,580	\$0	\$1,580	\$158	\$1,738										
54 Project Management	40					40	40		\$8,400	\$0	\$8,400	\$840	\$9,240										
Subtotal, Construction Admin & Staking:								\$ 29,295	\$0	\$29,295	\$29,295	\$2,929	\$32,224										
Construction Observation																							
55 Review Issued-for-Construction Documents						8	8		\$1,440	\$0	\$1,440	\$144	\$1,584										
56 CSEG Structural Observation Services						0	0	\$ 158,328	\$0	\$182,077	\$182,077	\$0	\$182,077										
57 Concrete testing						0	0	\$ 20,000	\$0	\$23,000	\$23,000	\$0	\$23,000										
58 Daily Inspection (6/day, 2.5/week, 20 weeks)	16		24			300	340	4500	\$	\$60,240	\$2,820	\$63,060	\$6,306										
Subtotal, Construction Observation:								\$ 178,328	\$0	\$178,328	\$178,328	\$17,832	\$196,160										
Total units	422	75	280	264	91	48	316	1,444	6650														
Total \$	\$88,620	\$12,375	\$33,600	\$25,080	\$5,915	\$12,960	\$66,880	\$3,624	\$472,104	\$235,430	\$561,462	\$796,892	\$25,261	\$822,153									

Comerstone Strctual Engineering Group Tasks and Fees
 Parikh Geotechnical Engineering Tasks and Fees
 Training Tasks and Fees (Estimated)
 Applied Engineering Tasks and Fees

Notes: 1. Construction Inspection is expected to average 2.5 days per week over the duration. Some weeks will be full-time, many weeks will be zero.
 2. Osborn site visit time can be combined with already-scheduled Merceda meetings so has no associated mileage or travel time.
 4. Contingency not added on LS subcontractor agreements

PARIKH CONSULTANTS, INC.

Geotechnical Investigation for Mowry Bridge Replacement
Mendota, CA

12/4/2018

Job No. PR 4425
Client: Mendota
Task: Geotechnical Investigation for Mowry Bridge
Location: Mendota Pool
Project: **Mowry Bridge Replacement**

Permitting Util. Clearance	Field Exploration & Coordination	Laboratory Testing	Engineering Analyses	Preliminary Report Type Selection Mtg	Final Foundation Report	Design Review & Consultation
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2 borings option- Through Final Foundation Report & Construction Support

PERSONNEL	UNIT RATE	HOURS UNIT	SUB-TOTALS	Task 1.1		Task 1.2		Task 1.3		Task 1.4		Task 1.5		Task 1.6		Task 1.7	
				HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST
1. Project Manager	\$ 101.17	12.0	1214.04	0	0.00		0.00		0.00	4	404.68	4	404.68	2	202.34	2	202.34
2. Engineering Geologist	\$ 68.96	0.0	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
3. Sen Engineer (QA/QC)	\$ 73.33	20.0	1466.60	0	0.00		0.00	0	0.00	6	439.98	6	439.98	4	293.32	4	293.32
4. Sen Project Engineer	\$ 63.65	40.0	2546.00	0	0.00		0.00		0.00	8	509.20	24	1527.60	8	509.20		0.00
5. Project Engineer	\$ 47.26	122.0	5765.72	4	189.04	4	189.04	2	94.52	40	1890.40	40	1890.40	32	1512.32		0.00
6. Staff Engineer	\$ 39.61	65.0	2574.65		0.00		0.00	3	118.83	30	1188.30	20	792.20	12	475.32		0.00
7. Field Engineer	\$ 48.28	28.0	1351.84	4	193.12	24	1158.72		0.00		0.00	0.0	0.00		0.00		0.00
8. Laboratory Technician	\$ 35.10	40.0	1404.00		0.00		0.00	40	1404.00		0.00		0.00		0.00		0.00
9. Engineering Draftsperson	\$ 38.29	12.0	459.48		0.00		0.00				0.00	12	459.48	0	0.00		0.00
10. Contract Administration	\$ 65.76	0.0	0.00		0.00		0.00		0.00		0.00		0.00	0	0.00		0.00
DIRECT LABOR		339.0	16,782.33	8.0	382.2	28.0	1347.8	45.0	1617.4	88.0	4432.6	106.0	5514.3	58.0	2992.5	6.0	495.7

OVERHEAD + FRINGES (150.00% of direct labor)			25,173.50		573.24		2,021.64		2,426.03		6,648.84		8,271.51		4,488.75		743.49
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FIXED FEE (10% of labor + overhead + fringes)			4195.58		95.54		336.94		404.34		1108.14		1378.59		748.13		123.92
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TOTAL LABOR COSTS	\$	46,151.41
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OTHER DIRECT COSTS

1. Travel Mileage	\$0.55	900.0	495.00		0.00	900	495.00		0.00		0.00		0.00		0.00		0.00
2. Permits	\$500.00	1.0	500.00		0.00	1	500.00		0.00		0.00		0.00		0.00		0.00
3. Per Diem	\$295.00	1.0	295.00			1	295.00										
4. Drilling Mob-Demob	\$1,000.00	2.0	2000.00		0.00	2	2000.00		0.00		0.00		0.00		0.00		0.00
5. Drilling Costs (per day) Pre. Wage	\$3,600.00	2.0	7200.00		0.00	2	7200.00		0.00		0.00		0.00		0.00		0.00
6. Diamond Coring (per foot)	\$18.00	0.0	0.00		0.00	0	0.00										
7. Grouting of holes/Material	\$6.00	240.0	1440.00		0.00	240	1440.00		0.00		0.00		0.00		0.00		0.00
8. Concrete Coring (Bridge Deck)		0.0	0.00			0	0.00										
9. Deck Concrete Patch		0.0	0.00			0	0.00										
10. Cutting Disposal* (per 55-gal drum)	\$350.00	4.0	1400.00		0.00	4	1400.00		0.00		0.00		0.00		0.00		0.00
11. Traffic Control/ Lane Closure	\$2,400.00	0.0	0.00		0.00	0.0	0.00		0.00		0.00		0.00		0.00		0.00
12. ODC Mark up 10%		0.0			0.00		0.00		0.00		0.00	0.0	0.00	0.0	0.00		0.00

MILESTONE SUBTOTALS					\$1,050.94	\$17,036.34	\$4,447.71	\$12,189.54	\$15,164.44	\$8,229.38	\$1,363.07
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TOTAL DIRECT COSTS	\$	13,330.00
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Field and Laboratory tests	\$22,534.99	Engineering Analyses, Draft Report	\$36,946.42
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Material Testing (Concre & Steel) - Place Holder	\$	10,000.00
Geotech Construction Support (piling observation, RFIs)	\$	10,000.00
TOTAL COSTS (Labor & Direct Costs)	\$	69,481.41

Most cuttings are assumed to be disposed in the field.
Field work includes 2 borings. Boring depths to 100 to 120 ft below grade (on land).
NO TRAFFIC CONTROL IS ASSUMED, LOW TRAFFIC

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
CONTRACTING WITH US DEPARTMENT
OF THE INTERIOR, BUREAU OF RECLAMATION
FOR APPROVAL OF CONTRACT FOR
RELOCATION OF FACILITIES**

RESOLUTION NO. 18-83

WHEREAS, the City of Mendota (City) operates certain municipal infrastructure utilities, including a water system, and the Mowry Bridge over the Fresno Slough; and

WHEREAS, the US Department of the Interior, Bureau of Reclamation (Reclamation) is working on the San Joaquin River Restoration Program, including the Reach 2B project (Project) along the Mendota Pool; and

WHEREAS, the City's Well No. 7 is located with within the footprint of the Project and must be relocated; and

WHEREAS, Reclamation would benefit from use of the Mowry Bridge to access and construct the Project; and

WHEREAS, the Mowry Bridge is not structurally adequate to meet Reclamation's needs; and

WHEREAS, Reclamation has determined that contracting with the City to relocate Well No. 7 and reconstruct the Mowry Bridge would be economically advantageous and would expedite the overall construction schedule for the Project; and

WHEREAS, Reclamation has offered to pay the costs associated with the relocation of Well No. 7 and the reconstruction of Mowry Bridge, in the amount of \$6,830,846; and

WHEREAS, Reclamation has prepared a CEQA/NEPA environmental document for the Reach 2B project;

WHEREAS, staff has reviewed the proposed Contract and found its provisions to be appropriate and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mendota that pursuant to Public Resources Code § 15096(e), the prior environmental documents prepared under CEQA and NEPA by Reclamation for the Reach 2B project are adequate for use by the City for the relocation of Well No. 7 and the reconstruction of

Mowry Bridge, and, as a result, following a consideration of the potential environmental effects of the projects, the City need not perform any environmental review;

BE IT FURTHER RESOLVED by the Council of the City of Mendota that the City enter into the Contract for Relocation of Constructed Facilities, Contract No. 18-LC-20-2348, attached hereto as Exhibit "A" with the United States of America, acting by and through the Department of the Interior, Bureau of Reclamation, in the amount of \$6,830,846, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the necessary agreement with the Bureau of Reclamation.

Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Exhibit A

Contract Number 18-LC-20-2348

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
SAN JOAQUIN RIVER RESTORATION PROGRAM, CALIFORNIA
CONTRACT FOR RELOCATION OF CONSTRUCTED FEATURES**

This Contract for Relocation of Constructed Features (hereinafter “Contract”), made this _____ day of _____, 2018, pursuant to the Reclamation Act of 1902 (32 Stat. 388) and Acts amendatory thereof and supplemental thereto, including the Central Valley Project Act of 1937, and acts amendatory thereof and supplemental thereto, in particular Section 14 of the Reclamation Project Act of August 4, 1939 as amended, is made between the UNITED STATES OF AMERICA, acting by and through the Department of the Interior, Bureau of Reclamation (hereinafter “the United States”), and the CITY OF MENDOTA, a Municipal Corporation of the State of California (hereinafter “the City”), collectively herein after styled “Parties”

RECITALS

WHEREAS, the United States is constructing the Mendota Pool Control Structure, South Levee, and Mendota Pool Fish Screen and related appurtenances (herein referred to as the “Project”), a feature of the Central Valley Project, as an integral part of the San Joaquin River Restoration Settlement Act, Title X of Omnibus Public Land Management Act, Pub. L. No. 111-11, March 30, 2009 (hereinafter “Settlement Act”); and

WHEREAS, The United States is acquiring certain land and interests in land, as necessary for the Project, currently held in the name of B B Limited, a Limited Partnership, including all land and rights to Fresno County Assessor Parcel Number 013-020-28, State of California; (hereinafter referred to as “The Property”) and further illustrated on the legal description at **EXHIBIT “A”**, and map at **Exhibit “B”** attached to this Contract; and

WHEREAS, as a direct result of the Project and to facilitate Project construction, various facilities owned and operated by the City including, but not limited to the Mowry Bridge, the City of Mendota Raw Water Pipeline and well (hereinafter “Constructed Features”) will be impacted by the Project and will need to be relocated to continue their existing function of providing staff access from the City to the City’s municipal water well field, which is located on private lands and serves to support and carry the City’s raw water transmission line; which is the sole link between the City’s water wells and its customers.

NOW THEREFORE, in consideration of the mutual agreements herein set forth, the Parties hereto do agree as follows:

1. The United States shall relocate the Constructed Features of the City shown at **Exhibit “C”** to this Contract as provided in Article 2.
2. The City shall relocate and replace the Constructed Features on, near, or adjacent to the Property and Project at Fresno County Assessor Parcel 013-020-28 and at the crossing of the

Fresno Slough at Mendota Pool, as further provided in Article 4 of this Contract. The United States shall compensate the City for all the work involved in removal, relocation and replacement of the Constructed Features by providing a fixed payment in accordance with Article 3 of this Contract and in exchange for the City granting a temporary use of the Contract Premises during construction associated with implementation of the Settlement Act and the right to access, use, and cross the Mowry Bridge in perpetuity at completion of the construction of improvements associated with the Act; as provided in the permanent maintenance and operation easement as detailed in **Exhibit "D"** to this Contract. The City shall retain title to, and all rights and obligations for the continued operations and maintenance of, the relocated and replaced Constructed Facilities.

3. The United States shall provide compensation for the removal, relocation and replacement of the Constructed Features in accordance with the General Plan: Mowry Bridge Reconstruction of Mendota Well No. 7 and Extension of Raw Water Main (Plan) to facilitate the fee simple acquisition of the Property and maintain the terms and conditions of lease between the City and B B Limited in exchange; the City shall grant access to use the newly constructed Mowry Bridge for temporary use for preconstruction and construction activities and detailed in **Exhibit "D"**. The City reserves the right to review the compensation amount, and to offer additional information toward support of a different value opinion.

4. a. The City shall be responsible for all work associated with the removal, relocation and replacement of site improvements as described in the *Plan*; which includes but is not limited to any/all planning, permits, material and labor costs, insurance, performance bonds, and replacement of the Constructed Features to include the removal and relocation of the existing Mowry Bridge, municipal water line, well #7, roadway, and power source to private lands outside of the proposed acquisition area under this Contract. The City shall be responsible for all work being completed directly or under construction contracts/service agreements with third party contractors, or consultants related to bridge construction and related activities associated with the Plan; to include a modification to the existing Pacific Gas and Electric Company service agreement for the *City of Mendota Well No. 7* pump power source.

b. The City will coordinate with the United States as needed on engineering details. The bridge will be constructed to carry vehicular traffic including operation and maintenance equipment (pickup trucks and construction equipment) and construction traffic (typical heavy construction equipment, possibly small mobile cranes). Specifically, the bridge must meet HL-93 loading standard and a minimum traffic speed of 20 miles per hour with the corresponding horizontal and vertical sight distances, curve length requirements, and clearances of either AASHTO or CalTrans standards (latest edition) shall apply. The City and United States shall meet semi-annually to ensure this coordination and document that the bridge replacement is proceeding such that the constructed feature meets the *Mowry Bridge Design Guidelines and Feasibility Report, Appendix K*, from the Plan prepared by Provost and Prichard Consulting Group; now referred to as **Exhibit "E"** hereto and made part of this Contract.

5. If the City is unable to complete construction of the bridge and the activities associated with the relocation of Constructed Features; the United States may require a corrective action plan from the City or require temporary access to City property and/or reimbursement of funds paid to

the City to complete the remainder of the bridge reconstruction and relocation efforts. The United States may also terminate this Contract as provided in Article 6.

6. The United States may terminate this Contract if the City is unable to complete the removal, relocation and/or replacement of the Constructed Features as required by this Contract in accordance with the *Plan*, shown as **Exhibit "D"** attached to this Contract Upon such termination, the City shall return such funds as the United States determines have not been used by the City in carrying out the activities under this Contract in a diligent manner and the City shall remain liable for any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind for injury to or death of a person or for loss of or damage to any property related to the City's activities under this Contract.

7. The United States shall provide payment on the terms herein expressed, and on the execution and delivery of this Contract by direct payment by the United States via escrow account just compensation for costs associated with this Contract and implementation of the Plan.

8. The City shall defend and indemnify Reclamation and its directors, officers, agents, and employees (collectively, "Indemnitees") from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or relate to death or bodily injury or loss of or damage to real property resulting from any negligent act or willful misconduct of City, its directors, officers, agents, or employees (collectively, "Indemnitors"), arising from Indemnitors' performance of any obligations under this Contract, or Indemnitors' exercise of any rights under this Contract, except to the extent that such injuries, losses, or damage result from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnitees. In particular, acts associated with the removal and reconstruction of Mowry Bridge, relocation of the water pipeline, roadway, the *City of Mendota Well No. 7*, and the associated utilities as designed and detailed in the Plan, and Article 4 of this Contract.

9. Reclamation shall defend and indemnify City and its directors, officers, agents, and employees (collectively, "Indemnitees") from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or relate to death or bodily injury or loss of or damage to real property resulting from any negligent act or willful misconduct of Reclamation, its directors, officers, agents, or employees (collectively, "Indemnitors"), arising from Indemnitors' performance of any obligations under this Contract, or Indemnitors' exercise of any rights under this Contract, except to the extent that such injuries, losses, or damage result from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnitees.

10. Until such time as Reach 2B of the San Joaquin River Restoration Project ("Project") is completed, Reclamation shall be responsible to correct and repair any damage to, or failure of, the Bridge and/or related facilities due to Reclamation's actions or inactions, or those of its' construction contractors. During that time, City shall promptly notify Reclamation of any damage to the Bridge caused by Reclamation or its contractors. Reclamation shall repair the damage as soon as reasonably practical.

11. Upon completion of the Project, the City and Reclamation shall inspect the Bridge, and Reclamation shall make such corrections and repairs as may be necessary to return or restore the Bridge to its as-new service condition. Reclamation's responsibility under this provision shall be limited to functional and structural aspects of the Bridge and related facilities, and not to cosmetics.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract, or to any benefit that may arise there from, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the date and year first above written.

THE UNITED STATES OF AMERICA IN WITNESS WHEREOF, the parties hereto have signed their names the date and year first above written.

ACCEPTANCE BY THE **CITY**,
City of Mendota, a Municipal Corporation of
the State of California

ATTEST BY THE **CITY**,
City of Mendota, a Municipal Corporation of
the State of California

City Manager, Cristian Gonzalez

City Clerk, Matt Flood

ACKNOWLEDGEMENT

I, _____, certify that I am the _____ of the Municipal Corporation named herein; and that this instrument was duly signed for and on behalf of said Municipal Corporation by authority of its governing body and is within the scope of its powers.

Signature: _____

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT OF
Cristian Gonzalez**

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGEMENT

I, _____, certify that I am the _____ of the Municipal Corporation named herein; and that this instrument was duly signed for and on behalf of said Municipal Corporation by authority of its governing body and is within the scope of its powers.

Signature: _____

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT OF
Matt Flood**

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (Seal)

ACCEPTANCE OF GRANTEE

The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Contract and Grant of Easement. Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

THE UNITED STATES OF AMERICA

By: _____
Richard J. Woodley
Regional Resources Manager
Mid-Pacific Region

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT OF
THE UNITED STATES OF AMERICA**

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____
(Seal)

Contract Number 18-LC-20-2348

See attached Exhibits:

Exhibit "A" legal description

Exhibit "B" legal description map

Exhibit "C" Constructed Features

Exhibit "D" *General Plan: Mowry Bridge Reconstruction of Mendota Well No. 7 and Extension of Raw Water Main*

Exhibit "E" *Appendix K*

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVAL OF PROPERTY LEASE AGREEMENT FOR FRESNO MIGRANT HEAD START PROGRAM
DATE: DECEMBER 11, 2018

ISSUE

Should the City Council approve resolution number 18-84, approving the agreement between Community Action Partnership of Madera County, Inc. and the City of Mendota, for the lease of a City owned building located at 435 Sorenson, to Community Action Partnership of Madera County Inc. to continue conducting the Fresno Migrant Head Start Program?

BACKGROUND

Since 2008, the City has leased out a building located at 435 Sorenson to Community Action Partnership of Madera County Inc. The term of the lease agreement was for five years with an optional additional five years which were granted back in 2013. The rent amount was an initial \$300 per month, with an annual adjuster using the consumer price index as a multiplier. The building roughly measures 2,200 square feet. The original agreement expired this month and since Fresno Migrant Head Start would like to continue offering their services, they are requesting that we enter into a new lease agreement, with similar terms.

ANALYSIS

Staff reviewed the proposed contract and believe it is a fair proposal, since there is an obvious furtherance of a public purpose and benefit being offered to the community. Community Action Partnership of Madera County has been an excellent tenant that keeps the building and area clean. Throughout the years there has even been improvements been made to the building by the tenant.

FISCAL IMPACT

The compensation for this agreement is \$348.85 per month with an annual escalator using the Consumer Price Index.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the property lease agreement between Community Action Partnership of Madera County and the City of Mendota, and authorizing the City Manager to sign all necessary documents.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO EXECUTE THE PROPERTY
LEASE AGREEMENT WITH COMMUNITY ACTION
PARTNERSHIP OF MADERA COUNTY INC. FOR
THE LEASE OF A CITY OWNED BUILDING AT 435
SORENSEN, IN MENDOTA**

RESOLUTION NO. 18-84

WHEREAS, the City of Mendota has leased out a building to CAPMC (Community Action Partnership of Madera County Inc.), since 2008, that provides services for residents called Fresno Migrant Head Start Program; and

WHEREAS, the original lease agreement was for a term of ten years and expired in November 2018; and

WHEREAS, CAPMC requested to continue leasing the building with the same terms in order to continue offering the Fresno Migrant Head Start Program; and

WHEREAS, the City believes there is a public benefit by having the Fresno Migrant Head Start Program in the community; and

WHEREAS, the term for this new agreement is for five years, with an optional additional 5 years; and

WHEREAS, City staff has reviewed the contract; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota hereby approves the contract proposal attached hereto as Exhibit "A".

NOW BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to sign all documents (agreement).

Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

CITY OF MENDOTA

PROPERTY LEASE AGREEMENT

1. **DATE:** This Lease is made and entered into in duplicate original this 11th day of December, 2018.
2. **PARTIES:** By and between CITY OF MENDOTA, hereinafter referred to as LESSOR, and Community Action Partnership of Madera County, hereinafter referred to as LESSEE.
3. **PREMISES:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, subject to the terms and conditions herein set forth herein, the property, located at 435 Sorenson Street, in Mendota; California.
4. **TERM:** The term of this Lease is for FIVE (5) years commencing December 11, 2018.
5. **RENT:**
 - a. The initial rent amount is \$348.85 per month. Rent shall be adjusted on December 1st thereafter by the change in the index, as herein after defied Index (All Items) for an Urban Consumer (1982-84-100) for the San Francisco-Oakland-) San Jose Metropolitan Statistical Area published by the U.S. Department of Labor Bureau of Labor Statistics. The beginning index shall be deemed to refer to the index published immediately prior to the commencement date of the lease.
 - b. On each December 1st, the rent shall be determined by multiplying the rent in effect by a fraction, the numerator of which is the index published immediately prior to the adjustment date and the denominator of which is the preceding adjustment index.
 - c. If the index is changed so that the base year differs from that referenced herein, the index shall be converted in accordance with information published by the U.S. Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised during the term, such other government index or computation which replaces it shall be used.
6. **OPTION TO RENEW:** In the event LESSEE shall not then be in default hereunder, LESSEE shall have the right and option to renew this Lease for an additional term of FIVE (5) years commencing at the expiration of the initial lease term. LESSEE shall notify LESSOR ninety (90) days prior to the end of the expiration of the initial lease term that LESSEE will exercise option to renew the lease.
7. **PROPERTY TAXES;**
 - a. Except as provided in subdivision b., below, LESSEE shall pay all real property

taxes and all other assessments and parcel taxes levied upon or against the leased premises, during the term hereof, by the City of MENDOTA, the County of Fresno, the State of California or any political subdivision thereof, appearing on the tax statements of the City of MENDOTA and the County of Fresno, if any.

b. Notwithstanding subdivision a., herein, LESSEE understands that the leasehold interest which he has in the premises creates a taxable possessory interest and agrees that he shall be responsible for any and all property taxes assessed against LESSEE arising out of such possessory interest, and further agrees to keep current the possessory interest taxes assessed against LESSEE and the leased premises. LESSEE further agrees to indemnify and hold harmless LESSOR from and against all taxes, assessments, penalties and charges arising out of his possessory interest of the leasehold premises and assets, whichever is applicable.

8. **WASTE;** LESSEE shall not commit any waste or suffer any waste to be committed to the leased premises. LESSEE shall not cause, suffer or permit any nuisance to exist on or in said premises at any time. LESSEE, and LESSEE's employees, agents and invitees shall conform to, comply with and faithfully obey all ordinances of the City of MENDOTA, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises. At all times, LESSEE shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted, and at the end of said term, or on the sooner termination of this Lease, LESSEE shall quit and surrender said premises to the LESSOR in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted. LESSEE's taking possession of the premises on the commencement of the lease term shall constitute LESSEE's acknowledgment that the premises are in good condition.

9. **IMPROVEMENTS AND ALTERATIONS:** LESSEE shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as LESSEE shall desire for the proper and efficient operation of LESSEE's business; provided, however, that no alterations or changes shall be made without the prior written consent of LESSOR; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of LESSEE. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in and on the leased premises and become the property of LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in and on the leased premises during the lease term, provided that LESSEE shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effective before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the term hereof.

10. **LIENS:** LESSEE shall not cause, suffer or permit any lien provided for by the Civil

Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the LESSOR reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that LESSOR may deem necessary or proper to protect LESSOR's title in and to said premises against any such liens.

11. **UTILITIES:** LESSEE shall pay for water, sewer, refuse, gas, electrical power, and other charges for all other public utilities and services, including, without limitation, lights, light bulbs, power, landscaping and janitorial services that are incurred by LESSEE.
12. **REPAIRS AND MAINTENANCE BY LESSOR:** LESSOR and LESSOR's servants and employees shall have the right at all reasonable times of ingress to and egress from the leased premises to carry out and perform LESSOR's obligations hereunder and for such other purposes as may be reasonably necessary in connection with the operation of said building, and for the purpose of examining said premises and effecting alterations, additions, improvements, repairs or to remodel the same, all without any abatement of rent, and may for such purposes erect scaffolding deemed necessary by LESSOR. LESSEE shall not claim, or be allowed, or be paid, any damages for inconvenience occasioned thereby. **LESSOR shall maintain:** roof, exterior walls, structural foundation, external plumbing, original electrical, and permanent light fixtures. All other items will be the responsibility of the LESSEE.
13. **NOTIFYING LESSOR OF NECESSARY REPAIRS:** LESSEE will notify the LESSOR's Building Official of any repairs and LESSOR shall have 24 hours to respond, except in cases of emergencies in which LESSOR shall make their best effort to respond immediately.
14. **REPAIRS AND MAINTENANCE BY LESSEE:** LESSEE shall, at their sole cost, keep and maintain in a good and safe condition said premises and every part thereof, excepting as identified in Section 12 above, including but not limited to windows, landscaping, sidewalks adjacent to said premises, driveways, in good and sanitary order, condition and repair, hereby waiving all right ~~to~~ make repairs at the expense of LESSOR as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code.
15. **INSPECTION:** LESSOR, or LESSOR's agents, shall have the right of ingress to and egress from the leased premises at all reasonable times during the lease term for the purpose of inspecting the same. The premises will be surrendered, at termination of the lease, in as good condition as received, normal wear and tear excepted. Unless otherwise indicated, LESSEE acknowledges that the premises are in good order and repair.

16. **DESTRUCTION OF BUILDING:** If any improvements, including buildings and other structures, located on the premises are damaged or destroyed during the term of this lease or any renewal or extension thereof, the damage shall be repaired as follows:

(a) If the damage or destruction is caused by a peril against which fire and extended coverage insurance is carried, LESSOR shall repair that damage as soon as reasonably possible and restore the premises and improvements to substantially the same condition as existed before the damage or destruction, regardless of whether the insurance proceeds are sufficient to cover the actual cost of repair and restoration. If insurance has lapsed or not been carried, LESSOR shall be solely responsible for the full cost and expense of necessary repairs.

(b) Notwithstanding any other provision of this lease, if any improvement located on the premises are damaged or destroyed to such an extent that it will cost more than 25 percent of the replacement value of the building immediately before the damage or destruction to restore the building to the condition in existence immediately before the damage or destruction, and the damage or destruction is caused by a peril against which insurance is not required to be carried by this lease, LESSOR may terminate this lease by giving LESSEE written notice of termination. The notice must be given with thirty (30) days after occurrence of the damage or destruction. The termination shall be effective on the date specified in the LESSEE notice or on the date LESSEE completes vacating the premises, whichever is later. LESSEE shall pay rent through the termination day provided for in this section with no deduction or abatement. If LESSEE terminates this Agreement pursuant to this section, all insurance proceeds payable because of the damage or destruction shall be paid to and be the property of LESSOR.

17. **INDEMNIFICATION:** LESSOR shall not be liable in any manner for any loss, damage or injury to the person or property of said LESSEE, or LESSEE's agents or employees, or to persons invited to and permitted by LESSEE to come upon or about the leased premises, sidewalks, entryways and parking areas or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said LESSEE, or LESSEE's agents or employees. LESSEE agrees to indemnify and save harmless LESSOR from any and all such liability, damage, cost and expense, to protect LESSOR against any claim therefore, to defend LESSOR against any such claim that may be made, or any action that may be brought against said LESSOR relating to the leased premises, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs. LESSEE further agrees that LESSOR shall not be liable or accountable to any person and particularly, without limitation, to LESSEE or any one claiming under or through LESSEE for any damage occasioned by or from plumbing, gas, water, steam, sewerage, electrical wiring, pipes or other apparatus or the bursting, leaking or running of any water closet, tank, plumbing, or other damage occasioned, being, or coming down, upon said leased premises and improvements from the roof, or any skylight, trapdoor or elsewhere from act or neglect of any person or occupant or adjacent or contiguous property.

LESSEE shall not and does hereby agree not to conduct any activities or keep any materials, substances or articles in or about the premises which will or may impair or invalidate, or increase the premium costs of insurance policies that may be carried by the LESSOR. LESSEE shall obey a/l laws and ordinances of the State of California and United States while occupying the Premises.

18. **LIABILITY INSURANCE:** LESSEE agrees to obtain and keep in full force during the term hereof of this agreement, at LESSEE's expense, tenant liability and property damage insurances with companies and through brokers approved by LESSOR *to* protect against liability for any public incident due to the use of and/or resulting from any accident occurring in or about said premises. LESSOR shall be furnished with copies of all said insurance policies and all endorsements thereto, and with appropriate certificates evidencing the insurance coverage afforded thereby.
 - (1) \$1,000,000.00 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$ 1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and
 - (2) \$1,000,000.00 for damage to or destruction of any property of others.
19. **USE OF PREMISES:** LESSEE shall use the leased premises for the purpose of conducting therein and thereon the maintenance and operation of LESSEE's Fresno Migrant Head Start Program and for no other purpose whatsoever without the written consent of LESSOR. This use of the premises is in furtherance of a public purpose and benefits the people of the City of Mendota.
20. **ASSIGNMENT AND SUBLEASE:** LESSEE shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof.
21. **ATTORNEY'S FEES:** In the event it shall become necessary for either party to institute legal proceedings of any kind or character in order *to* compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorney's fees incurred in connection with such legal proceedings. Any action or proceeding brought by any party to enforce the terms or conditions of this agreement shall be brought in Fresno County, California.
22. **TIME OF ESSENCE:** Time is of the essence of each and every covenant herein contained.
23. **HOLDING OVER:** If LESSEE should hold possession of said premises or any part thereof, after the expiration of the term of this Lease, or any renewal or extension thereof, then such holding over shall be deemed a tenancy from month to month only, upon the same terms, covenants and conditions herein stipulated.
24. **WAIVER OF BREACH:** .In the event LESSOR shall waive one or more breaches of any of the terms of this Lease, LESSOR shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed.

Each and all of the rights and remedies herein given to LESSOR are cumulative and the election of LESSOR to proceed under any one or any number of such remedies shall in no manner abrogate LESSOR's right to maintain or enforce any. or all of the remaining rights or remedies herein given to LESSOR.

25. **BINDS SUCCESSORS:** This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.
26. **NOTICES:** All notices, demands and requests from LESSEE to LESSOR shall be given in writing to LESSOR attention: City Manager, City of Mendota 643 Quince Street, Mendota California 93640 or personally served.

All notices, demands and requests from LESSOR to LESSEE shall be given to LESSEE attention: Fresno Migrant and Seasonal Head Start, Attn: Flora Chacon, Program Director, 1225 Gill Avenue. Madera, CA 93637 or personally served.

27. **ENTIRE AGREEMENT:** This Lease and the Exhibits/Attachments, referenced here within contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid. Modifications to this agreement can only be made if they are in writing and signed by all parties.
28. **ABANDONMENT OF PERSONAL PROPERTY:** If LESSOR's right of re-entry is exercised following abandonment of the premises by LESSEE, then LESSOR may consider any personal property belonging to LESSEE and left on the premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and is hereby relieved of all liability for doing so.
29. **VALIDITY:** If any term or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.
30. **SIGNATURES:** IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written. The Undersigned hereby certify that they are authorized representatives of their organizations and are duly authorized to enter into this lease agreement.

The undersigned **LESSEE** accepts the foregoing offer and agrees to lease the premises on the terms and conditions set forth above. The undersigned LESSEE also acknowledges that he/she has inspected the premises and acknowledges that the premises are in good order and repair:

LESSEE:
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

By _____

Mattie Mendez
Executive Director

Date

The **LESSOR**, has hereby executed this Lease the day and year first hereinabove written.

LESSOR:
CITY OF MENDOTA.

BY _____

Cristian Gonzalez
City Manager

Date

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: COUNCIL DIRECTION ON HOLIDAY HOURS
DATE: DECEMBER 11, 2018

ISSUE

Should the City Council direct staff to close City Hall for half day on Christmas Eve and half day on New Year's Eve due to the unique way these days land on the work calendar?

BACKGROUND

Per our current MOU (memo of understanding) city staff are scheduled to work half days on Christmas Eve and New Years Eve, with Christmas and New Years day's off. This year both Christmas and New Years Eve land on a Monday, which means that in both cases, staff will be off the Saturday and Sunday leading up to both days, but will be required to work that Monday for half day, then off the day after. Staff is requesting for council consideration to close the half day on Christmas Eve and also the half day on New Year's Eve.

ANALYSIS

This situation does not occur often, where both Christmas Eve and New Years Eve lands on a Monday. Usually staff tend to benefit from this time off to spend with their families, but having to return to work on a Monday for only half day seems questionable.

FISCAL IMPACT

There would be a total of 8 hours of lost production from the full time employees. Part time employees would not be paid for the time off, they would be offered the ability to work the hours if they chose.

RECOMMENDATION

Staff recommends that the City Council direct staff to close all day Christmas Eve, and all day New Years Eve recognizing that while some production can be lost, there is value to allowing the work force to stay home with family during the holidays.

ADMINISTRATIVE SERVICES DEPARTMENT REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: MONTHLY REPORT (OCTOBER AND NOVEMBER 2018)
DATE: DECEMBER 11, 2018

HUMAN RESOURCES

- **Recruitment**
 - Community Service Officer
- **Benefits**
 - Held the Health, Dental, Vision and Supplemental Insurance open enrollment meeting for all eligible staff. Also prepared and processed all corresponding paperwork for employees.
 - The 401k Education Meeting that was held on October 12, 2018
- **Labor Relations**
 - Worked with AFSCME Representative to incorporate previously agreed upon side letters into the MOU.

RISK MANAGEMENT

- **Safety Trainings**
 - Back Safety: Proper Lifting Procedures
 - Vehicle Safety Belts
- **Dog Hearings**
 - 2 Dog Hearings took place in October
 - 1 Dog Hearing took place in November
- **Claims**
 - There were no new claims against the city in October or November.

- **Worker's Compensation Claims**

- There was 1 new worker's compensation claims in the month of October. Employee is back at work.
- There was 2 new worker's compensation claims in the month of November. Employees are back at work.

SENIOR CENTER

- For the month of October, there was a daily average of 9 attendees at the senior center.
- For the month of November, there was a daily average of 8 attendees at the senior center.

SPECIAL PROJECTS

- Continued assisting the Finance Department with the submission of CalPERS payments, payroll transfers, bank deposits and mail.
- Submitted the Airport Pavement Management System participation form. Anticipated inspection date is April 1, 2019. The 2018-2019 APMS Update will provide each participating airport with an airport pavement evaluation report detailing the current airport pavement inventory, current pavement condition, forecasted pavement condition, and 5-year maintenance and rehabilitation recommendations.
- Worked with Barthuli & Associates and the City Attorney's office to explore health insurance options.
- Participated on an interview panel for the City of Firebaugh.
- Worked on a Salary Survey comparison for all City positions in response to goal set by City Council and the increasing minimum wage.

Address	Type of Case	1st Notice	Deadline	Status	Fine Amount
CITY PROP. EAST OF AIRPORT	MUNICODE/ IMPROPER BURNING	11/1/2018	N/A	CITED	\$50.00
CITY PROP. EAST OF AIRPORT	MUNICODE/ IMPROPER BURNING	11/1/2018	N/A	CITED	\$50.00
231 GREGG CT. NORTH	MUNICODE/ TRUCK PARKING	11/1/2018	11/2/2018	ADVISED	\$0.00
513 LOLITA	VEHICLE TAGGED FOR 72 HR TAG	11/1/2018	11/4/2018	COMPLETE	\$0.00
200 BLK OF TUFT	MUNICODE/ PARKING VIOLATION	11/1/2018	N/A	ADVISED	\$0.00
616 GARCIA	MUNICODE/ DOGS AT LARGE	11/1/2018	N/A	COMPLETE	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	11/1/2018	N/A	CITED	\$50.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	11/1/2018	N/A	ADVISED	\$0.00
231 GREGG CT. NORTH	MUNICODE FOLLOW UP/ TRUCK PARKING	11/2/2018	N/A	COMPLETE	\$0.00
305 RIOS	MUNICODE FOLLOW UP/ VEHICLE NUISANCE	11/3/2018	N/A	COMPLETE	\$0.00
633 LOZANO	72 HR TAG/ FOLLOW UP	11/3/2018	N/A	TOWED	\$0.00
748 STAMOULES	MUNICODE FOLLOW UP/ VEHICLE NUISANCE	11/3/2018	N/A	COMPLETE	\$0.00
231 MALDONADO	VEHICLE TAGGED FOR 72 HR TAG	11/3/2018	11/6/2018	COMPLETE	\$0.00
DIRT LOT WEST OF MARIE/ DIVISIDERO	MUNICODE/ VEHICLE NUISANCE	11/6/2018	N/A	COMPLETE	\$0.00
800 BLK KATE	VEHICLE TAGGED FOR 72 HR TAG	11/6/2018	11/9/2018	COMPLETE	\$0.00
800 BLK KATE	VEHICLE TAGGED FOR 72 HR TAG	11/6/2018	11/9/2018	COMPLETE	\$0.00
800 BLK KATE	VEHICLE TAGGED FOR 72 HR TAG	11/6/2018	11/9/2018	COMPLETE	\$0.00
643 LOLITA	VEHICLE TAGGED FOR 72 HR TAG	11/6/2018	11/9/2018	COMPLETE	\$0.00
657 4TH	MUNICODE/ PARKING VIOLATION	11/6/2018	11/9/2018	COMPLETE	\$0.00
790 PUCHEU	VEHICLE TAGGED FOR 72 HR TAG	11/6/2018	11/9/2018	COMPLETE	\$0.00
355 OLLER	COMMUNITY CONTACT	11/6/2018	N/A	COMPLETE	\$0.00
ALLEY BEHIND CITY HALL	PARKING VIOLATION	11/8/2018	N/A	ADVISED	\$0.00
584 J ST	VEHICLE TAGGED FOR 72 HR TAG	11/8/2018	11/11/2018	COMPLETE	\$0.00
625 I ST	VEHICLE TAGGED FOR 72 HR TAG	11/8/2018	11/11/2018	COMPLETE	\$0.00
535 I ST	VEHICLE TAGGED FOR 72 HR TAG	11/8/2018	11/11/2018	COMPLETE	\$0.00
227 J ST	MUNICODE/ PARKING VIOLATION	11/8/2018	N/A	CITED	\$50.00
200 KATE	VEHICLE TAGGED FOR 72 HR TAG	11/8/2018	11/11/2018	COMPLETE	\$0.00
150 ROWE	VEHICLE TAGGED FOR 72 HR TAG	11/8/2018	11/11/2018	COMPLETE	\$0.00
7/ STAMOULES	COMMUNITY CONTACT	11/8/2018	N/A	COMPLETE	\$0.00
655 LOLITA	MUNICODE FOLLOW UP/ VEHICLE NUISANCE	11/8/2018	N/A	COMPLETE	\$0.00
500 BLK MARIE	COMMUNITY CONTACT	11/8/2018	N/A	COMPLETE	\$0.00
295 VALENZUELA	MUNICODE/ PARKING VIOLATION	11/8/2018	N/A	CITED	\$40.00
401 SILVA	MUNICODE/ PARKING VIOLATION	11/8/2018	N/A	CITED	\$40.00
641 GAXIOLA	MUNICODE/ PARKING VIOLATION	11/8/2018	N/A	ADVISED	\$0.00
6/ KATE	VEHICLE TAGGED FOR 72 HR TAG	11/9/2018	11/12/2018	COMPLETE	\$0.00
JUANITA/ L ST	VEHICLE TAGGED FOR 72 HR TAG	11/9/2018	11/12/2018	COMPLETE	\$0.00
525 N KATE	VEHICLE TAGGED FOR 72 HR TAG	11/9/2018	11/12/2018	COMPLETE	\$0.00
MENDOTA VALLEY FOOD	MUNICODE/ PUBLIC NUISANCE	11/9/2018	N/A	ADVISED	\$0.00
643 RIO FRIO	MUNICODE/ ANIMAL NUISANCE	11/9/2018	N/A	ADVISED	\$0.00
790 RIO FRIO	MUNICODE/ ANIMAL NUISANCE	11/9/2018	N/A	ADVISED	\$0.00
54 SEGOVIA	COMMUNITY CONTACT	11/9/2018	N/A	COMPLETE	\$0.00
641 GARCIA	MUNICODE/ YARD SALES	11/10/2018	N/A	ADVISED	\$0.00
316 GOMEZ	VEHICLE TAGGED FOR 72 HR TAG	11/10/2018	N/A	COMPLETE	\$0.00
GARCIA CT	MUNICODE/ PARKING VIOLATION	11/10/2018	N/A	CITED	\$90.00
547 SORENSEN	COMMUNITY CONTACT	11/10/2018	N/A	COMPLETE	\$0.00
9TH/ PUCHEU	MUNICODE/ YARD SALES	11/10/2018	N/A	ADVISED	\$0.00

1558 4TH	MUNICODE/ YARD SALES	11/10/2018	N/A	ADVISED	\$0.00
270 SANTA CRUZ	VEHICLE TAGGED FOR 72 HR TAG	11/10/2018	11/13/2018	COMPLETE	\$0.00
MENDOTA VALLEY FOOD	MUNICODE/ PUBLIC NUISANCE	11/10/2018	N/A	ADVISED	\$0.00
566 KATE	MUNICODE/ YARD SALES	11/10/2018	N/A	ADVISED	\$0.00
140 LOCUST	MUNICODE/ ANIMAL NUISANCE	11/10/2018	N/A	COMPLETE	\$0.00
140 LOCUST	MUNICODE/ ANIMAL NUISANCE	11/13/2018	N/A	ADVISED	\$0.00
CITY PROP. EAST OF AIRPORT	MUNICODE FOLLOW UP/ PUBLIC NUISANCE	11/13/2018	N/A	COMPLETE	\$0.00
173 PETRY	MUNICODE/ PARKING VIOLATION	11/13/2018	N/A	TOWED	\$0.00
231 MALDONADO	MUNICODE/ PARKING VIOLATION	11/13/2018	N/A	COMPLETE	\$0.00
GARCIA CT	MUNICODE/ PARKING VIOLATION	11/13/2018	N/A	CITED	\$90.00
630 KATE	MUNICODE FOLLOW UP/ PUBLIC NUISANCE	11/15/2018	N/A	COMPLETE	\$0.00
6/ OLLER	VEHICLE TAGGED FOR 72 HR TAG	11/15/2018	11/18/2018	COMPLETE	\$0.00
PEREZ/ LOZANO	MUNICODE/ PARKING VIOLATION	11/15/2018	N/A	ADVISED	\$0.00
531 OXNARD	VEHICLE TAGGED FOR 72 HR TAG	11/15/2018	11/18/2018	COMPLETE	\$0.00
418 BANDONI	MUNICODE/ PARKING VIOLATION	11/15/2018	N/A	ADVISED	\$0.00
422 MARTINEZ CT	MUNICODE/ PARKING VIOLATION	11/15/2018	N/A	ADVISED	\$0.00
616 GARCIA	MUNICODE/ PARKING VIOLATION	11/16/2018	N/A	ADVISED	\$0.00
800 GARCIA CT	MUNICODE/ PARKING VIOLATION	11/16/2018	N/A	CITED	\$90.00
800 GARCIA CT	MUNICODE/ PARKING VIOLATION	11/16/2018	N/A	CITED	\$90.00
ROJAS PIERCE PARK	COMMUNITY CONTACT	11/16/2018	N/A	ADVISED	\$0.00
ASH/ PEACH	COMMUNITY CONTACT	11/16/2018	N/A	ADVISED	\$0.00
144 ASH	MUNICODE/ BUSINESS LICENSE	11/16/2018	N/A	ADVISED	\$0.00
BELMONT/ DERRICK	MUNICODE/ ANIMAL NUISANCE	11/16/2018	N/A	COMPLETE	\$0.00
167 CERVANTES	COMMUNITY CONTACT	11/16/2018	N/A	ADVISED	\$0.00
800 GARCIA CT	MUNICODE/ PARKING VIOLATION	11/16/2018	N/A	CITED	\$90.00
428 MARTINEZ CT.	MUNICODE/ PARKING VIOLATION	11/16/2018	N/A	ADVISED	\$0.00
QUINCE/ PUCHEU	MUNICODE/ PARKING VIOLATION	11/17/2018	N/A	ADVISED	\$0.00
633 4TH CT.	MUNICODE/ PARKING VIOLATION	11/17/2018	N/A	ADVISED	\$0.00
607 LOZANO	MUNICODE/ PARKING VIOLATION	11/17/2018	N/A	ADVISED	\$0.00
623 LOZANO	MUNICODE/ PARKING VIOLATION	11/17/2018	N/A	ADVISED	\$0.00
1540 5TH	MUNICODE/ YARD SALES	11/17/2018	N/A	ADVISED	\$0.00
428 MARTINEZ CT.	MUNICODE/ PARKING VIOLATION	11/17/2018	N/A	ADVISED	\$0.00
281 BLACK	VEHICLE TAGGED FOR 72 HR TAG	11/17/2018	11/20/2018	COMPLETE	\$0.00
BASS/ 2ND	MUNICODE/ PARKING VIOLATION	11/17/2018	N/A	COMPLETE	\$0.00
772 RIO FRIO	MUNICODE/ BUSINESS LICENSE	11/17/2018	N/A	ADVISED	\$0.00
BLANCO/ GAXIOLA	VEHICLE TAGGED FOR 72 HR TAG	11/20/2018	11/23/2018	COMPLETE	\$0.00
365 K	VEHICLE TAGGED FOR 72 HR TAG	11/20/2018	11/23/2018	COMPLETE	\$0.00
200 VALENZUELA	MUNICODE/ DOGS AT LARGE	11/20/2018	11/23/2018	COMPLETE	\$0.00
313 RIOS	MUNICODE/ BUSINESS LICENSE	11/23/2018	N/A	ADVISED	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	11/23/2018	N/A	CITED	\$275.00
2ND/ BASS	72 HR TAG/ FOLLOW UP	11/23/2018	N/A	TOWED	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	11/23/2018	N/A	ADVISED	\$0.00
291 L	MUNICODE/ ANIMAL CARE	11/24/2018	N/A	COMPLETE	\$0.00
ESPINOZA/ BLACK	MUNICODE/ PARKING VIOLATION	11/24/2018	N/A	CITED	\$40.00
281 MALDONADO	MUNICODE/ PARKING VIOLATION	11/24/2018	N/A	ADVISED	\$0.00
559 CASTANEDA	MUNICODE/ PARKING VIOLATION	11/24/2018	N/A	ADVISED	\$0.00
494 CANTU	MUNICODE/ DOG BITE	11/25/2018	N/A	COMPLETE	\$0.00
281 MALDONADO	MUNICODE/ PARKING VIOLATION	11/25/2018	N/A	ADVISED	\$0.00

BASS/ 33	COMMUNITY CONTACT	11/25/2018	N/A	ADVISED	\$0.00
657 4TH	MUNICODE/ PARKING VIOLATION	11/25/2018	N/A	TOWED	\$0.00
315 BLANCO	COMMUNITY CONTACT	11/29/2018	N/A	ADVISED	\$0.00
69 DIAZ	COMMUNITY CONTACT	11/29/2018	N/A	ADVISED	\$0.00
2051 8TH	MUNICODE/ PARKING VIOLATION	11/29/2018	N/A	ADVISED	\$0.00
426 HOLMES	MUNICODE/ PARKING VIOLATION	11/29/2018	N/A	CITED	\$40.00
568 GONZALEZ	COMMUNITY CONTACT	11/29/2018	N/A	ADVISED	\$0.00
317 BLANCO	COMMUNITY CONTACT	11/29/2018	N/A	ADVISED	\$0.00
207 FLEMMING	MUNICODE/ BOARDING	11/30/2018	N/A	COMPLETE	\$0.00
240 GREG CT N.	MUNICODE/ PUBLIC NUISANCE	11/30/2018	N/A	ADVISED	\$0.00
568 GONZALEZ	COMMUNITY CONTACT	11/30/2018	N/A	COMPLETE	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	11/30/2018	N/A	ADVISED	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	11/30/2018	N/A	ADVISED	\$0.00
530 SILVA	MUNICODE/ PARKING VIOLATION	11/30/2018	N/A	ADVISED	\$0.00
				TOTAL	\$1,085.00



POLICE

M E N D O T A

MEMORANDUM

Date: December 1, 2018
To: Cristian Gonzalez, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for November 2018

Significant Cases:

Subject check at 7th/Lolita revealed he was wanted for parole violation. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on Naples Street.

An unknown suspect cashed several checks at a local food store from a closed account.

An unknown suspect scratched the victim's car while it was parked on Derrick.

Subject check on Sorensen discovered an active warrant. He was arrested, cited and released.

An unknown suspect stole the victim's tools from his unlocked vehicle parked on Marie Street.

Subject check on Derrick discovered he was in possession of an illegal knife. He was arrested, cited and released.

Subject check at Marie/7th discovered he was wanted on an active warrant. He was arrested, cited and released.

A known suspect stole the victim's vehicle. Officers located it occupied at Hwy33/McCabe and took the suspect into custody. He was transported to JJC.

Unwanted subject at a property on Oller Street. Officer contacted him and discovered he was wanted on active warrants. He was arrested, and transported to Jail.

Subject check on 4th Street discovered an outstanding warrant. He was arrested, cited and released.

Vehicle stop on 9th Street discovered the driver was intoxicated. He was arrested for DUI and transported to Jail.

Disturbance on 7th Street discovered the subject causing was intoxicated He was arrested and transported to Jail.

Disturbance in the parking lot of a market on 7th Street. Officers discovered the known suspect hit the victim and attempted to force her into a vehicle. The suspect fled the scene prior to officers arriving.

Subject check at Guillen /Marie discovered active warrants. She was arrested, cited and released.

Subject check in the alley along Quince discovered he was in possession of an open container of alcoholic beverage. He was cited and released.

An unknown suspect stole the victim's vehicle from Divisadero. It was later located on 6th Street and returned to the owner.

Subject check at Gregg Ct./Sorensen discovered warrants for his arrest. He was arrested and transported to Jail.

An unknown suspect stole the victim's tools from his vehicle while it was parked on Marie Street.

A known suspect stole the victim's vehicle after it was lent to a relative. The suspect and vehicle are outstanding.

Vehicle stop by Rio Frio/7th discovered the driver was intoxicated. He was arrested for DUI, cited and released.

A vehicle check on Garcia discovered two subjects, one a known parolee auto thief. A search of the vehicle located auto theft tools. The second subject claimed the tools. She was arrested and transported to Jail.

Non-injury traffic collision on Oller by 2nd. Both parties remained on scene.

An unknown suspect entered a local cell phone store, shoplifted a Bluetooth speaker and then fled.

Non-injury traffic collision. A driver hit a bicyclist by Oller/9th who drove in front of her. The rider refused EMS and left the scene after the investigation.

A loose dog bit a victim on Quince. The dog's owners were located and cited. The dog was turned over to Public Works.

Disturbance at a residence on L Street discovered the suspect hit the victim and then fled when officers arrive. Officers located the suspect and arrested him. He was later transported to Jail.

Disturbance in the area of 7th/Kate Street discovered the suspect chased the victims with a knife. Officers located him and took him into custody. He was transported to Jail.

An unknown suspect scratched the paint of the victim's vehicle while it was parked on Oller Street.

Subject check by 7th/Quince Street of a known wanted subject. He was arrested, cited and released.

Vehicle stop by 9th/Oller discovered a probationer in possession of a meth pipe. He was arrested, cited and released.

Subject check in a dirt lot by 6th/Rio Frio lying on a mattress discovered he was intoxicated and unable to care for himself. He was arrested and turned over to a sober adult.

Subject check on Naples Street resulted in a FI for information.

Vehicle stop by San Pedro/Espinosa of a non-street legal vehicle discovered the rider was wanted on an outstanding warrant. He was arrested and transported to Jail.

An unknown suspect damaged the window to a business on Oller Street.

An unknown suspect broke into the victim's vehicle on Lozano and stole items from inside.

An unknown suspect stole the victim's vehicle from Lozano Street.

Subject check on Derrick discovered a meth pipe. He was cited and released.

Vehicle accident on Bass/2nd discovered the suspect driver hit City water pipes and then fled the scene. Officers tracked him down and confirmed he was intoxicated. He was arrested for hit and run DUI, cited and released.

Subject check in an alleyway on Quince discovered he was in possession of an open container of alcohol. He was cited and released.

An unknown suspect damaged the victim's garage door on Santa Cruz Street.

Bicycle stop on Marie/9th found an active warrant for his arrest. He was arrested, cited and released.

An unknown suspect stole the victim's vehicle while it was parked on Gomez Street.

Officer's recovered a stolen vehicle on Divisadero Street.

Vehicle stop by Kst/2nd Street discovered the passenger lied about her identity to avoid be discovered as a wanted person. Her identity was found out and an active warrant was located. She was also found in possession of Methamphetamine. She was arrested and transported to Jail.

Vehicle stop at 7th/Quince resulted in the driver lying about his identity due to having an active warrant. His identity was discovered and the warrant was located. He was arrested and transported to Jail.

An unknown suspect entered the victim's vehicle on Segovia Street and stole property from inside.

A known suspect threatened the victim when confronted by the victim about possessing stolen property. The suspect was later located by officers and arrested. He was transported to Jail.

Vehicle check on Lolita resulted in both occupants exiting and fleeing the officer. The driver was contacted and detained. The passenger fled the area, but was recognized by the officer. Both are on probation for auto theft. The driver was found to be in possession of auto theft tools and methamphetamine. The investigation later discovered the vehicle they fled from was stolen. The driver was transported to Jail. The passenger was eventually located and arrested.

An unknown suspect stole the victim's truck tailgate while the vehicle was parked at Marie/2nd.

Subject check on Peach Avenue discovered an active warrant and meth pipe. He was arrested, cited and released.

Subject check on Oller by 7th Street discovered active warrants and drug paraphernalia. He was arrested, cited and released.

During an investigation at a residence on Lolita, Officers recognized a wanted subject in the yard of an unrelated residence. The subject was contacted and arrested. He was eventually transported to Jail.

At the time an unknown suspect stole the victim's pickup truck while it was parked on Lolita. This vehicle was related to an arrest made earlier, prior to the truck being reported stolen. The suspect is in custody and was transported to Jail.

A subject turned himself in at the Police Department due to having an outstanding warrant for his arrest. He was cited and released.

Subject check of a sales representative at a cell phone kiosk on Derrick. He was not licensed to sell phones and was FI'ed for information. He was directed to City Hall for information on obtaining a city license.

Subject check at Quince/6th discovered an active warrant for her arrest. She was arrested and found in possession of a meth pipe. She was transported to Jail.

Subject check by Holmes/Sorenson discovered he was in possession of an open container of alcohol. He was cited and released.

An unknown subject was discovered in the victim's back yard on Juanita. After he fled the victim discovered the suspect vandalized his vehicle. The suspect fled the area prior to officers arriving.

An unknown suspect stole personal documents from the victim's unlocked vehicle on Juanita

Vehicle stop at 2nd/Marie discovered the driver was wanted on outstanding warrants and the passenger was wanted for probation violation. The driver was arrested, cited and released. The passenger was arrested and found to be in possession of burglary tools and a meth pipe. He was transported to Jail.

Officer recovered a stolen vehicle on Lolita Street.

Officers checked a subject lying on the ground at Naples/9th Street and discovered he was intoxicated. He was arrested and transported to Jail.

Officers were informed of a subject passed out in a vehicle in the parking lot of a local mini-mart on Oller. Officers discovered the subject was in the driver's seat and intoxicated. He was arrested for DUI, cited and released to a responsible adult.

An unknown suspect entered the victim's unlocked vehicle while it was parked on Oxnard and stole her purse and other belongings.

An unknown suspect stole the victim's battery from her vehicle while it was parked on Rio Frio Street.

An unknown suspect forced entry into the victim's vehicle while it was parked on I Street and stole her purse and other personal property.

The victim reported her vehicle was stolen while parked on I Street during the evening hours.

Subject check by City Hall discovered he was in possession of a meth pipe. He was arrested, cited and released.

An unknown suspect stole the victim's vehicle while it was parked over night on San Pedro.

Subject check on Marie located outstanding warrants. He was arrested, cited and released.

An unknown suspect entered the victim's locked vehicle at 6th/Oller, stole his stereo and tampered with the ignition.

At a disturbance on Rio Frio a known suspect hit the victim and then fled the scene.

The victim of a non-injury hit and run on Jennings was able to locate the suspect vehicle. Officers responded and contacted the driver of the suspect vehicle and discovered he was intoxicated. The victim did not want to pursue hit and run charges. The suspect was arrested for DUI and turned over to a responsible adult.

Subject check in an alleyway by Lolita/5th discovered the subject was in possession of methamphetamine and a meth pipe. He was arrested, cited and released.

Subject check by Kate/J Street of a known parolee discovered he was in possession of marijuana, a parole violation. His agent was contacted and authorized a parole hold. He was arrested and transported to Jail.

Subject check by a new housing development discovered he was prowling around the homes. He was found to be on parole and wanted for parole violation. He was arrested and transported to Jail.

Disturbance inside an office on Garcia Street discovered the subject causing was breaking items inside and threatening the victim. He was contacted and arrested by officers. He attempted to hide his identity due to having outstanding warrants for his arrest. While being transported to Jail he attempted to escape from the patrol vehicle. As he was being subdued he kicked and fought with the officer. The officer's shoulder was injured during the confrontation. The suspect was transferred to another patrol officer and again transported to Jail. While in route he again tried to escape officers. He was again subdued and later booked into Jail.

An unknown suspect broke into the victim's vehicle while it was parked on Gonzalez and stole personal records.

An unknown suspect broke into the victim's home on Inez Street and stole personal property and cash.

Subject check at Marie/5th Street discovered active warrants for his arrest. He was arrested, cited and released.

An unknown suspect damaged a window to the victim's vehicle while it was parked on Naples.

A stolen vehicle from Fresno was recovered parked by Pucheu/10th Street.

An unknown suspect stole the victim's vehicle while it was parked on I Street.

Vehicle stop discovered the driver was wanted on outstanding warrants. He was arrested, cited and released.

An unknown suspect stole the victim's vehicle while it was parked on I Street.

Vehicle stop by Derrick/McCabe discovered the driver's CDL was suspended and he had active warrants for his arrest. He was arrested, cited and released.

Subject check of a known wanted person at 2nd/Marie. He threw an open can of beer at officers and resisted arrest. He was eventually subdued and taken into custody then transported to Jail.

Non-injury hit and run on Castaneda. The victim followed the suspect vehicle and confronted the suspect by McCabe/Derrick. The suspect admitted to the victim he had two prior DUI's and to not call the police. He then drove away. Officers located the vehicle and driver on Naples and discovered he was intoxicated. He was arrested for DUI and Hit and Run then cited and released to a sober adult family member.

During the evening hours an unknown suspect jumped the victim's fence to his backyard and stole two bicycles.

A known suspect knocked the victim down in her front yard on Black Street and then tried to drag her. Officers witness the incident and took the suspect into custody. He was eventually transported to Jail.

An unknown suspect cut the lock off a storage container at a local school and stole property from inside.

A victim reported an unknown suspect hit him in the face by Marie/2nd and then fled prior to him calling police. He was transported to CRMC by EMS.

Subject check of a known wanted person at Lolita/7th. He was arrested and transported to Jail.

Subject check by Rio Frio/7th discovered he had outstanding warrants for his arrest. He was arrested, cited and released.

The victim witnessed an unknown male suspect enter his property through the gate and steal a set of tools before fleeing on Puchue Street.

Sometime during the prior week an unknown suspect entered the victim's backyard and stole miscellaneous tools and property.

Subject check by Quince/6th located a meth pipe in his possession. He was arrested, cited and released.

Vehicle stop by Marie/9th discovered the passenger was a restrained person in a domestic violence investigation who needed to be served. Officers handled the service of the restraining order.

Non-injury traffic collision at 2nd/J Street. Both parties remained on scene.

Two unknown female suspects scammed the victim out of hundreds of dollars.

An unknown suspect stole a portable generator from the back parking lot of a local school.

An unknown suspect stole personal documents from the victim's vehicle while it was parked by his residence.

A known suspect stole donation cans containing money from two stores. Store surveillance video captured the crimes. Officers identified the suspect, located him and took him into custody. He was transported to Jail.

Subject check by a local market on 7th Street discovered he was in possession of an open container of alcohol. During the investigation he was found to be wanted on an outstanding warrant. His subsequent search located a large amount of methamphetamine packaged for sales. He was arrested and transported to Jail.

Injury vehicle vs. pedestrian at Oller/6th resulted in a fatality.

A known suspect was witnessed damaging the victim's window on Puchue Street. He was identified but not located.

Attempt vehicle stop of an ATV by Sorensen/Smoot resulted in a pursuit. The ATV fled and evaded officers. Suspect is unknown.

An unknown suspect hit the victim's car and then fled while it was parked in the City Hall parking lot.

An unknown suspect stole garden tools from the victim's front yard on Puchue Street.

Subject check at Naples/5th discovered an active warrant. He was arrested and transported to Jail.

Subject check by Sorensen/Gregg Ct resulted in an FI for information.

Vehicle stop by 9th/Oller discovered the driver was intoxicated. He was arrested for DUI, cited and released.

Strategic Planning:

- Personnel provided Active Shooter training to MUSD staff.

Personnel Information:

- Two new Police Officer candidates entered the hiring process.
- The following Police Department positions remain vacant and frozen:
 - Two Police Officers
 - One Administrative Assistant