

**REGULAR MEETING  
OF THE MADERA CITY COUNCIL**  
205 W. 4<sup>th</sup> Street, Madera, California 93637

**NOTICE AND AGENDA**

**Wednesday, November 15, 2017  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

**ROLL CALL:** Mayor Andrew J. Medellin  
Mayor Pro Tem Cece Foley Gallegos, District 1  
Council Member Jose Rodriguez, District 2  
Council Member Donald E. Holley, District 6  
Council Member Derek O. Robinson Sr., District 4  
Council Member William Oliver, District 3  
Council Member Charles F. Rigby, District 5

**INVOCATION:** Pastor Sammie Neely, Mount Zion Baptist Church

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

**PRESENTATIONS**

1. Proclamation Promoting Small Business Saturday
2. Recognition of CSJVRMA Safety Award Recipient David Huff, Recreation & Community Programs Supervisor

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – 02/15/17
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 10/23/17 – 11/05/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Agreement for Monalisa J. Mata for a Neighborhood Stabilization Program 1 First Time Home Buyer Loan and Authorizing the City Administrator to Sign the Subordination Agreement on Behalf of the City of Madera (Report by Ivette Iraheta)
- B-5 Consideration of a Resolution Approving Amendment #1 to the FY 2017-18 Site Management Contract Between the City and the Fresno-Madera Area Agency On Aging (FMAAA) and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City; and  
  
Consideration of a Resolution Amending the FY 2017-18 General Fund/Org 10206218 - Senior Citizen Community Service Program Budget to Recognize \$28,000 in Additional Revenue (Report by Mary Anne Seay)
- B-6 Consideration of a Resolution Approving Amendment #1 to the FY 2017-18 Adult Day Care (ADC) Contract Between the City and the Fresno-Madera Area Agency On Aging (FMAAA) and Authorizing the Mayor to Execute the Amendment to the Contract on Behalf of the City (Report by Mary Anne Seay)
- B-7 Consideration of a Resolution Approving a Labor Management Workers' Compensation Alternative Dispute Resolution Agreement Between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-8 Consideration of a Resolution Approving an Agreement with Accurant Crime Analysis to Track Crime Data and Authorizing the Mayor to Sign On Behalf of the City (Report by Daniel Foss)
- B-9 Consideration of a Resolution Accepting Public Utility Easement, Offered by Valley West Christian Center, A Non-Profit Religious Corporation, Located at 101 West Adell Street, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)
- B-10 Consideration of a Resolution Accepting Street Easement Deed, Offered by Madera Unified School District, for the Virginia Lee Rose School Located at 1001 Lilly Street, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)
- B-11 Consideration of a Resolution Accepting Street Easement Deed, Offered by CMSS Properties, LLC, A California Limited Liability Company, Located at 3211 Aviation Drive, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

- B-12 Consideration of a Resolution Approving Program Supplement Agreement No. F056 for the Construction of Pedestrian Facilities Around Schools and Commercial Areas, City CIP Project Number R-62, Federal Project Number CML 5157 (108) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F056 on Behalf of the City (Report by Keith Helmuth)
- B-13 Consideration of a Resolution Approving Program Supplement Agreement No. F055 for the Alley Paving Project at Various Locations, City CIP Project Number ALY-02, Federal Project Number CML 5157 (109) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F055 on Behalf of the City (Report by Keith Helmuth)
- B-14 Consideration of a Resolution Approving Program Supplement Agreement No. F057 for the Shoulder Paving Project on Golden State Blvd from Pecan Avenue to Madera Community Hospital, City CIP Project Number R-68, Federal Project Number CML 5157 (110) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F057 on Behalf of the City (Report by Keith Helmuth)
- B-15 Consideration of Resolutions Approving Amendment No. 1 to the 2017/2018 Community Development Block Grant Agreements for Services as follows: (Report by Ivette Iraheta)
  - A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
  - B. The Madera County Workforce Investment Corporation for the Vocational Training/Certification Program
  - C. The Madera Coalition for Community Justice to Coordinate the Zocalo Madera Program
  - D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors
  - E. The Housing Authority of the City of Madera for the Pomona Ranch Housing for the Homeless Project
  - F. The City of Madera Engineering Department for the East Yosemite Avenue and Elm Street Traffic Signal Project
  - G. The City of Madera Engineering Department for the George Washington Elementary School Sidewalk Project
- B-16 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Compensation for Wastewater Treatment Plant Positions and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

**C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS**

- C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 7,500 Square Feet Located on the West Side of North K Street, North of its Intersection with West Yosemite Avenue (118 North K Street) from the R2 (Medium Density Residential) to the R3 (High Density Residential) Zone District (Report by Chris Boyle)

- C-2 Public Hearing and Consideration of Introduction of an Ordinance Amending Section 4-15.02 of Chapter 15 of Title IV of the Madera Municipal Code Pertaining to the Cultivation of Cannabis (Report by Brian Esteves)

**D. WRITTEN COMMUNICATIONS**

- D-1 Consideration of a Written Request by the Original Madera Kiwanis Club Seeking to have the City Cover Police and Public Works Costs in Conjunction with the Downtown Madera Lighted Christmas Parade (Report by Steve Frazier)

**E. ADMINISTRATIVE REPORTS**

- E-1 Discussion and Direction to Staff Regarding the Structure of the Development Impact Fee Program and Its Applicability to Public Agency Facility Projects (Report by David Merchen)

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

- G-1 Closed Session Announcement – City Attorney

- G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: David Tooley & Wendy Silva

Employee Organizations: Operating Engineers Local Union No. 3  
Madera Police Officers' Association  
Mid-Management Employee Group  
Law Enforcement Mid-Management Group

- G-3 Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9. (1 case)

- G-4 Closed Session Report – City Attorney

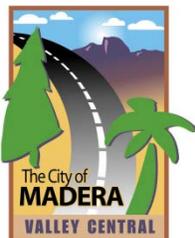
**ADJOURNMENT** – Next regular meeting December 6, 2017

*[continued on next page]*

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for November 15, 2017, near the front entrances of City Hall at 4:00 p.m. on November 9, 2017.

  
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Sonia Alvarez, City Clerk



**MINUTES OF A REGULAR MEETING  
OF THE MADERA CITY COUNCIL  
CITY OF MADERA, CALIFORNIA**

**February 15, 2017  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting of the Madera City Council for 02/15/17 was called to order by Mayor Medellin at 6:00 p.m.

**ROLL CALL:**

**Present:** Mayor Andrew J. Medellin  
Mayor Pro Tem Cece Foley Gallegos  
Council Member Donald E. Holley  
Council Member Derek O. Robinson Sr.  
Council Member William Oliver  
Council Member Jose Rodriguez

**Absent:** Council Member Charles F. Rigby

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Planning Manager Chris Boyle, Director of Financial Services Tim Przybyla, Police Chief Steve Frazier, Parks and Community Services Director Mary Anne Seay, Public Works Operations Director David Randall, Community Development Director David Merchen, Grants Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Commander Dino Lawson, Program Manager Grants Jorge Rojas, Administrative Analyst Eugene Haynes.

**INVOCATION:** Pastor John Pursell, Believer's Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the Pledge of Allegiance.

**PUBLIC COMMENT**

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Mayor Medellin opened public comments.

Steve Frazier, Chief of Police stated their recruitment ended today. They had 405 applicants to compete for possibly 10 positions this Saturday. They are excited that they have some really good candidates. It's pretty much double what that they had the last time they did this.

Mayor Medellin stated that said a lot about Chief Frazier's leadership and the Madera Police Department on how many people would love to join their team.

Mayor Medellin asked if there was anyone else wishing to speak. No comments were made.

#### **A. WORKSHOP**

##### **A-1 Discussion and Request for Direction Regarding the City of Madera Economic Development Program (Report by David Merchen)**

David Merchen, Community Development Director stated this is a workshop to discuss the Economic Development Program and to have a general discussion about economic development. He's been looking at this for quite a long time. It's stimulated by Vision Madera 2025 Action Plan Element 207.3 that says that the City will review the use of incentives used to attract new development and retail development at least every three years and evaluate whether the tools used are generating new development and evaluate whether the value received in new job generation meets or exceed the value of the incentives provided. Mr. Merchen stated it is the impetus behind scheduling this presentation. He's been working on this off and on for a number of months and they put it on the side burner while they did the travel center and once that was done, they waited until everyone was back in the office and now they are missing one of their council members but at the risk of never getting it done, they'll go ahead and have the presentation and they can follow up later.

Mr. Merchen stated that one thing that he saw as he went through the exercise of looking at what other people had to say about economic development is that there are relatively few universals about what agencies should undertake in their programs. Some entities, some cities and counties and economic development agencies think there ought to be a well-defined and well-articulated ironclad plan on how you pursue economic development. Mr. Merchen stated others are less burdened by the desire to have everything ironclad. They want to be more flexible and kind of freewheeling; taking advantage of opportunities. Other agencies are oriented towards all projects should be incentivized versus some communities that say you shouldn't really incentivize anything unless you can make some very specific findings.

Mr. Merchen stated there is one underlying theme that there are relatively few things which he would say that a community should or shouldn't do. It's really a matter of establishing the comfort level of the Council and their representation of the community as to how they want to pursue economic development.

Mr. Merchen stated there are three things in general that he wants to talk about in this presentation. One is to give a general overview of economic development in the City. He wants to talk about two specific things. One is a public private partnership in the Freedom Industrial Park where they'd hoped to see a building constructed and the second is to look at development impact fees and the potential for some adjustments.

Mr. Merchen stated that in terms of overview, in his world view, economic development is about making an influence or having an influence on businesses. Basically, they want to do those things that would influence a business to do something that they otherwise wouldn't know. Whether that is getting them to start a business, stay in the community or expand their business when they otherwise wouldn't have done that without the City's involvement.

Mr. Merchen stated if they were going to do it anyway and the City also provided them with market outreach or an incentive of some sort, that is great but the true purpose of spending your economic development time and energy and resources is to influence businesses to do something that otherwise they might not have done on their own. These are things like market and outreach, property and building inventories, and direct and indirect financial incentives. So all kinds of activities fall within this economic development definition.

Mr. Merchen stated that commercial and industrial businesses both would be businesses that they would strive to bring into the community and keep in the community once they are here but in recent discussions with their Economic Development Director, Bobby Kahn who is here, he has made it clear to them at the staff level that those business types are very different in both what they bring to the City and the factors that influence them to come or stay in the community. For instance, they know that commercial businesses/retail businesses bring sales tax but their job factors are less likely to be full-time, living wage job factors across the board. Mr. Merchen stated the City wants the sales tax but not necessarily want to rely on retail to be their only job generators. There is almost nothing that the City can do to attract a retail business to this community in terms of an incentive if they weren't going to be able to make their money in their standard market under their standard market conditions. If they can't meet their business model, there's not much that they're going to do to be able to change that.

Mr. Merchen stated that industrial businesses are going to be influenced by different factors. They might be more prone to comparison shopping between organizations. They are going to be looking at long-term cost of operating relative to where those costs might be different in other organizations. Staff has seen more of that market comparison in terms of site selectors asking the City of Madera versus other cities what they have available and what kind of incentives might be offered.

Mr. Merchen stated that in each case, what they have learned is that the City is not likely to understand the real factor that a business has when they are looking at either coming or staying in a community.

Mr. Merchen stated those integral facts are held pretty closely in most instances and the slippery slope is that at least the naysayers of incentives in particular would say all businesses are motivated to take whatever you have to offer them so just be careful that you don't start slipping down that slope before you know whether what you're doing is making a difference or not. Mr. Merchen stated that is the difficult part of economic development. We want to make a difference. We want to make an influence but we don't hold all the cards or all the information as to what factors are really going to make those differences.

Mr. Merchen stated that within the community, partners play really critical roles.

Mr. Merchen stated that Mr. Kahn from the EDC, Economic Development Corporation probably plays the most critical role and he's going to be available to make a few comments and answer some questions as well. Mr. Kahn's office handles a lot of marketing and outreach activity. They handle a lot of interaction between the state incentive programs and local businesses that want to be established.

Mr. Merchen stated there are also critical partners that provide some workforce training issues such as the Workforce Development Board and the Community College. Those are really services that may be the most valuable thing to firms that want to come into the City but are not really City core competency services. Community partners really do play a super important role.

Mr. Merchen stated that the report put in front of Council talks about the potential value of having an integrated strategy where tools and programs are aligned specifically with goals and objectives. So having something like the series of actions and activities on the right hand side [presentation slide] that are vertically integrated so one thing kind of leads to the next may offer some value. Mr. Merchen stated what they wouldn't say is that they need to get tied up into a process where they need a 100 page report in order to do the next thing but potentially looking at a value where they have a very focused, maybe something annually, where they look at what that year's activity looks like and what they want to prioritize in terms of their limited ability to pour resources or apply resources into economic development efforts.

Mr. Merchen stated that incentives may be the thing that they naturally think of when they talk about economic development. He grouped them for discussion purposes into three categories.

Mr. Merchen stated the first is regulatory assistance. Those are the general suite of activities where generally staff and sometimes other elements of the City help a business navigate regulations and

processes whether those are strictly the City Zoning Ordinance or those might be extra outside of City processes like working with Caltrans or working with the San Joaquin Valley Air Pollution Control District to get their permits. Those are activities which are pretty consistently undertaken by the City as a normal course of action. Mr. Merchen stated it is limited to some degree based on the availability of staff today. It is mostly handled by the Planning Department. The staffing there is smaller than it was a few years ago but in general he would say whoever is identified as being a difference maker then regulatory assistance is offered.

Mr. Merchen stated financial assistance includes things like tax rebates and fee adjustments. Those are much more selectively offered. He wouldn't say they're never offered but really those are evaluated on a case by case basis and fairly narrowly construed as being appropriate. Most of the time that's in conjunction with reimbursing infrastructure that is required in support of new projects.

Mr. Merchen stated there's been a lot of press recently about tax rebates in the context of a very large distribution center for Amazon or for Ulta. To this point, Madera hasn't had the opportunity to be competitive for that large of a facility but he would suggest to Council that for a very large project where the difference is whether they are able to provide a rebate or not is whether they are going to get a project or not then staff is probably going to recommend that they're in the game at some level.

Mr. Merchen stated that in relatively few instances has the opportunity for a tax rebate even been requested outside of an infrastructure reimbursement.

Council Member Rodriguez asked that Mr. Merchen elaborate on the tax rebate. He wanted to know what Mr. Merchen is talking about when he says tax rebate especially for someone like Amazon. He asked what kind of rebates they are looking for and how they would utilize that within the City. He asked how they would provide that tax rebate.

Mr. Merchen stated that in general, organizations in this case cities, might engage a business that is coming to them and looking for dollars that are generated by the business to flow to the City and go back to the business. That might be in organizations where property tax is a much bigger factor. There might be a property tax rebate that is proposed or more likely in California sales tax generated by the project. Businesses are looking for some element of sales tax to come back to the business to offset development and operational cost.

Mr. Merchen stated that with some exception, those kinds of rebates are legal. Some agencies do employ them but most of the ones that he's seen are for larger projects. Mr. Merchen stated he thinks they saw Chowchilla within the last year or two that's maybe offered that on a more broad scale even for smaller businesses. He really hasn't seen that a lot and he's not sure that there's a lot of data that would suggest that is a useful tool for smaller businesses but it is legal and they would suggest it be identified as a tool that's on the board but at least without some factor which says that it's the difference maker for larger businesses that it not be ruled out as something that's used on a regular basis.

Mayor Medellin stated for a larger business unlike a small retail shop that may not generate as much tax dollars or employ as many people as an Amazon or something like that and in all fairness some businesses that would locate to Madera that do not generate sales tax would also be at a disadvantage if the City went that route.

Mr. Merchen stated that was correct.

Mr. Merchen stated that one thing that is also considered by a lot of local communities is the possibility of development impact fees, DIF adjustments or waivers or relief of some variety. He's going to talk a little bit about that later on as a specific talking point.

Mr. Merchen stated the last category of incentives is direct physical assistance and those are the programs and activities that set the table for business development. This is where the City has placed a lot of its

emphasis lately over the last three or four years. That is done in the way of providing infrastructure to properties to make them more easily developable, to remove barriers from development by decreasing the cost and the timelines to establish new businesses, and by adding to the inventory of parcels and even buildings that are available for quick start up. Mr. Merchen stated he'll talk a little bit more about a pending opportunity in the Freedom Industrial Park.

Mr. Merchen stated that right now, the community has a really low industrial vacancy rate and Mr. Kahn can talk a little bit more about that later on if Council needs him to.

Mr. Merchen stated they have identified that the lack of available building space in industrial zoned properties is a limiting factor for attracting new industrial development. At the same time, they have identified the fact that the City owns five parcels totaling a little over 15 acres within the Freedom Industrial Park and the combination of the need for industrial building space and the fact that the City owns industrial building property means there's an opportunity that they have to engage in a project to get a building built and to do that through a public private partnership project.

Mr. Merchen stated the general terms of that might look something like this [presentation slide]. The City would identify minimum project features. They want a 40,000 or 50,000 square foot building. They want so much clear building height. They want so much developed area around the building. That kind of thing. Mr. Merchen stated they would select a business partner through a competitive process; probably an RFQ, Request for Qualifications or something like that. The City would offer an incentive to develop the land through deferral of land sale price and fees until the building was occupied or at least until first occupancy occurred. They have since heard that maybe deferring land sale price and fees wouldn't necessarily be a strong motivating factor and that it might be a superfluous component but nevertheless it is something that the City can do to help get the property started. They would also offer to streamline the approval.

Mr. Merchen stated that essentially what they would hope to do is to attract a builder or a group of investors that had a capacity to build the building and put tenants in it and that we would offer to be a development partner thereby providing land at a predictable value and have the ability to smooth that process along directly.

Mr. Merchen stated they are prepared as staff to roll on this concept and start to firm it up right away with Council direction this evening. They are ready to roll on that and David Tooley and Mr. Kahn have both been in fairly deep discussions about that. There are lots of elements that still need to be shaped but they can commit that is something they are excited about. They think there's a benefit there and it's very doable at this point.

Mr. Merchen stated the second specific discussion was about development impact fees. They know development impact fees are one of just a few locally controlled cost factors. They are, at this point, a relatively small cost factor. For commercial projects, they've provided a few examples in the report, it tends to be quite low less than 1% in a lot of instances. For larger industrial buildings, development impact fees as a percentage of total cost may increase. At the examples that he looked at, they top them out at about 6% which certainly can be more of a significant factor for developers to consider as they look at industrial buildings. Mr. Merchen stated that in any case somewhere between 1% and 6%, even if development impact fees were to be waived completely, by itself is probably not enough to stimulate a project that wasn't otherwise going to be ready to build. Between land values, building construction cost, site development cost and infrastructure, if the site is not already curb ready like it is in the Freedom Industrial Park, development impact fees don't represent a significant enough cost item that by themselves their absence would allow a project to move forward if it wasn't already going to.

Mr. Merchen stated that having been said, they know that reductions or waivers or relief in some way is sometimes viewed as being an important element of an overall program whether that's to avoid the situation where a potential industrial/commercial developer says others do it and the City of Madera doesn't or that the City must not care about attracting them if they're not willing to give them a break.

Mr. Merchen stated that lots of communities have tried some form of relief over the last few years. He's really not seen a lot success stories but nevertheless he and the team understand that from an overall program perspective there is probably some attraction in having some kind of program to celebrate.

Mr. Merchen stated the current development impact fee program was set in 2003 and has been adjusted a couple of times since then in 2005 and 2007 but those were mostly just market based index inflators. The exception was that in 2005 the City included a new Waste Water Treatment Plant expansion cost in its fee program. That resulted in fairly significant cost increases particularly for industrial businesses and was particularly sensitive for large buildings where all of a sudden now a 200,000 square foot building is looking at \$300,000 in development impact fees for just one single fee.

Mr. Merchen stated that as they've looked strategically at how the City might respond to both the Waste Water Treatment Plant fee specifically as well as to general interest in considering fee deferrals, the recommendation is that the Council engage or allow staff to engage in an overall fee update which would take their current master plans and roll them out with current development projections and come up with new cost factors across the board. Mr. Merchen stated they are fairly certain that at that point, the spiking factors for the Waste Water Treatment Plant would be smoothed considerably but he would be kidding both himself and lying to Council if he said he didn't think that there was going to be a occurrent accounting of cost, an overall cost increase for all types of development if they chose to try to collect 100% of cost.

Mr. Merchen stated that rather than putting Council and the community in a position where it's got to look at or think about adjusting fees without knowing current cost, staff recommendation is to measure first, see what the current cost are and see what they can do in terms of smoothing out some of the rough spots.

Mr. Merchen stated that as an example, he looked at that 225,000 square foot building, and sewer and water fees together represent about \$350,000 combined in development impact fees under the current fee program. The 2011 program that they prepared but didn't adopt, but where this other methodology was used, would have brought the fee program down for sewer and water to about \$100,000. So roughly about a 70% reduction for sewer and water.

Mr. Merchen stated other fees went up partially because in 2003 when they created the current fee program, the City chose only to implement a portion of the total fees for industrial development. So they are already kind of discounting what they do for industrial development. So it's kind of another thing to watch for. Mr. Merchen stated if they go back to a program where they are collecting 100% of cost across the board, costs are going to go up.

Mr. Merchen stated considering an apples to apples comparison or whether they go in and look more surgically at what they want to do for different types of development, they have options that remain.

Mayor Medellin stated he believes they are on the right track with that. They have to first ask themselves why the fees are implemented and what would that cost actually be and what kind of hit would that be to the General Fund or any other fund if they were to reduce, lower or release some of these fees.

Mr. Merchen concurred and stated it was a great point. Most of the Council, Council Member Rodriguez is new so he maybe hasn't heard him give the speech about the unintended consequences which he is sure he inherited from David Tooley.

Mr. Merchen stated it is always about choices and understanding the risks associated in taking individual actions. What they will always identify are that DIF revenues exist and are generated to support new development by paying for infrastructure. If there are any actions which result in reduced revenue, the risk is that the infrastructure that is needed by new development can't be paid for or they're not able to reimburse developers who are required to construct it. Mr. Merchen stated there is some risk there that can be mitigated. That risk can be reduced by having a plan to backfill revenues that are lost directly through the existing General Fund balance.

Mr. Merchen stated he saw a couple of programs from other cities where they run an exercise where if a project requests a fee deferral or the city wants to systematically offer a fee deferral and the new business will generate sufficient revenues to practically backfill those foregone fees directly, it will engage in that on an individual basis. That is tricky to do because then they're looking at treating one business one way and another business another way which is great for factual determinations but less fun when they have both businesses knocking on their door at the same time.

Council Member Rodriguez stated Mr. Merchen mentioned a lot of industrial fee impact and asked if that is all they are talking about here or are they considering possibly looking at the fee impact for residential. He noticed that in the presentation they are talking industrial and asked if that is the direction he's seeking from Council.

Mr. Merchen stated that answer is maybe yes to both questions and he said he'd tell them why. He stated that if Council were to give staff the direction that they've requested which is to update the fee program, they would be doing that comprehensively. The fees for all land uses and for all categories. Staff would present to Council an updated cost schedule and then Council would have a decision as to how they want to handle that.

Mr. Merchen stated that in terms of the focus this evening, it is on commercial and industrial within the context of economic development.

Mr. Merchen stated that in order to bring residential into that discussion they have to look at a much longer game and look at period of many years. When you get into a rooftops discussion on how many rooftops it takes to make a difference to attract various additional kinds of non-residential land uses..... Those may be valid discussion points but are outside the immediate discussion that they've had this evening. Nevertheless, they would look at all land uses and what the costs are at least for residential as well as commercial and industrial land uses.

Council Member Rodriguez asked how far back it was that they had a fee update.

Mr. Merchen stated that the last time the fees were touched in any way was 2007.

Council Member Rodriguez asked if since the 2007 update, they'd seen any engagement in new commercial or economic development based on what they currently have in their update. He asked if there was any engagement in industrial companies or manufacturers wanting to come in because they see something of that nature that might entice them to consider....

Mr. Merchen stated he is about to wrap up and Mr. Kahn might be able to answer that.

Mr. Merchen stated they could have kicked around the question about what impact or influence their impact fees have on new development either commercial or industrial. They couldn't really identify any circumstances where the level of their fees whether high or low was cited by a business for coming or not coming. For a lot of businesses they're able to celebrate.

Mr. Merchen stated that Christopher Boyle, Planning Manager uses the term that the City is always on sale and for most kinds of commercial development in particular and most residential development, their fees are really low. For some of that larger industrial building it's a little more difficult to make an apples to apples comparison and he wouldn't immediately claim to be the lowest on the block. He is not sure their fee program has either been an incentive or a disincentive for either commercial or industrial development.

Council Member Rodriguez stated it's not going to be a big factor but asked if it has discouraged growth because of that.

Mr. Merchen stated if he were aware of any particular instances where a company had received a fee schedule and said they wished they could come but Fresno has you beat by half a million dollars or by \$25

or whatever it was, he would gladly and freely acknowledge that but that's not feedback that they've received that their fee program has been a discouragement to development. Mr. Merchen stated he would say that differently. He stated that nobody likes fees whether it's their fees or any other city's fees but in terms of knowing or having a strong feeling that their fees are a discouraging factor, he doesn't think they know that.

Mr. Merchen stated that one of the things he will tell them is that when they quote fees for large industrial buildings and he writes those fees out for the Waste Water Treatment Plant, he doesn't like to do that. He is not sure what other cities are doing. It is sometimes hard to decipher other communities' fee programs but he knows that one sticks out to him and he is not excited about it. Mr. Merchen stated that Mr. Kahn can describe from his perspective whether he's gotten any direct feedback regarding that fee or any other fee. He thinks the answer is that they haven't really gotten any feedback that says the fees are bad and they aren't coming because of that.

Mayor Medellin stated he made a great point because although they are talking about economic development tonight, impact fees are a part of that. Mayor Medellin stated he believes they are leaning towards reevaluating all those impact fees especially Waste Water Treatment fees but over the last nine years since they revisited, five or six of those years, nobody was doing anything. Not in Madera or anywhere. So they are trying to find their way out of that and that's why he appreciates this discussion and they are starting to see what they can do, what tools they have to stimulate it again, and to rekindle those conversations that he is talking about. Mayor Medellin stated he doesn't know of any developer, even though they expect the fees, take it with a smile. It never hurts to ask and there's always that discussion they have. It's a great topic and they do need to visit that.

Council Member Rodriguez stated that it's not that they want to give it away either because like Mayor Medellin mentioned before those services are required especially when they have that type of infrastructure development. His only questions were if they are doing enough to go out and solicit these industrial businesses. It's not to say that they are not but wanted to know if they are aggressive. That's the bottom line and sometimes he doesn't know they say take that risk and they can pay for it at the end of the line.

Mayor Medellin stated they'll hear from Mr. Kahn in just a little bit and he's sure that Mr. Kahn might be able to add something to that discussion.

Mr. Merchen stated that one thing mentioned in the report is that a few years ago the GMCIA, Greater Madera County Industrial Association recommended that the City establish a fund to be able to incentivize the development of an industrial property through infrastructure availability and so they did that with \$1 million. The Council had the foresight to do that. For a long time, that money sat on the shelf and they did make note of it to any business that came through, that had enough juice going, that were going to generate employees or generate enough community benefit or that the investment was remotely reasonable.

Mr. Merchen stated that what they tell businesses is that as a general rule if there is something that they need from the City to make their project feasible, to make the difference, they want to know about it. They enjoy being creative. They are solutions oriented. If there's something about what they're saying that makes them uncomfortable or they think needs to be better to come here to let them know. Mr. Merchen stated he believes Mr. Kahn is very much in the same thing. They want to work out solutions. Virtually, most businesses that have come here have come back and said they wanted something. So he feels pretty good about that in terms of have they done everything within the realm of possibility to attract industrial and commercial businesses. He would never say that they've done everything. Certainly within tonight's discussion or in follow-up discussions, as many as Council would like, they can talk about how to further expand those efforts.

Mr. Merchen stated the three recommendations are 1) to consider an overall strategy, starting simple, maybe just a couple of pages on an annual basis just to define what the strategy is on a year to year basis, 2) to look at a public private partnership on a Freedom Industrial Park property, and 3) to begin an update of the Development Impact Fee program.

Mr. Merchen stated he would answer any questions and asked if there was going to be discussion. He stated the Mr. Kahn wanted to address the Council.

Council Member Rodriguez asked if they were talking about building a spec building at Freedom Industrial Park as mentioned in the report and asked how that would work. He asked if the City would front the money and build the building and try to attract a new partner to come. He asked if they were offering this as an incentive as they were taking up the cost.

Mr. Merchen stated that at this point, they are recommending to begin the process of a public private partnership. Conceptually as far as they got, the City has the land and the fees that they can put into the mix. The recommendation is to bring in a development partner that would be responsible for the building costs and the mechanics of how it might work. Mr. Merchen stated they get more information all the time about how that might be structured. The opportunities are exciting because there seems to be, even in the concept, a lot of thought that it would be successful and that people would be interested in that kind of a partnership. The downside is, he doesn't have all the details for Council today because the four corners of the box that he and Mr. Kahn talked about a month ago have already morphed a little bit. The four corners are different today in terms of a probable structure than what they were a few weeks ago.

Council Member Rodriguez asked if he heard correctly when Mr. Merchen said they were bringing Amazon.

Council Member Oliver stated he would make a quick comment and would reserve his questions for after Mr. Kahn had a chance to present.

Council Member Oliver stated he loves the concept of the public private partnership. He thinks it's a great opportunity to put their industrial inventory to work, to eliminate some the risk factors that some industrial builders have to look at when looking at spec buildings and trying to secure potential tenant users and obviously there's performance based incentives behind that as well but he really thinks that could also be an economic development driver but could serve as a future template for how they look at excess properties that the City may own. Council Member Oliver stated he's excited about that particular program. He thinks it's going to be one that could potentially, if they move forward, invite and enlist industrial brokers that are very prolific in the Fresno industrial sub-market or further in the south valley that haven't played as much in the Madera market. He thinks there's ample incentive to do so.

Council Member Oliver stated he's looking forward to additional discussion. He thinks this is one that they should have over many more nights especially with their EDC representative present. He appreciates having it. At the end of the day, they want to be competitive. They don't want to give away the farm but at the same time they don't want to be the guy at the party that's waiting for the girl to ask him to dance.

Mayor Medellin asked Mr. Kahn if he had anything to add.

Mr. Kahn stated he's been working hand in hand with Mr. Tooley and Mr. Merchen on this presentation, so he doesn't have a presentation to add on to. He believes that between their open discussions, Mr. Merchen covered things very well.

Mr. Kahn stated some of the things that he highlighted are things he highlighted before. The definition between industrial development and the retail development and what drives that to their community.

Mr. Kahn stated that a retailer is definitely looking at whether their business model works in their community. They have very structured business models. They know what works for them and that is their decision making point. He stated that when they get to the big boys such as Target and Costco, those stores know they have a little bit of muscle to flex so when they come into a community, they will possibly be asking for something additional.

Mr. Kahn stated that a lot of those people are coming into the communities through a development company similar to Zelman Development that they've worked with in the past. The City actually worked through the developer on that so it allowed the developer to pass those benefits through. There are a lot of different ways that can work. Mr. Kahn stated they don't want to confuse the retail with the industrial because they are selling a product to an end user.

Mr. Kahn stated a manufacturer is making product and usually shipping it to another market. Their concerns and locations are heavily dictated around logistics. How much it costs to get their product to the market and recurring costs.

Mr. Kahn stated one of the things they fight a lot in the Central Valley and California as a whole is the power costs that they have. They're looking at 14 cents a kilowatt (kW) hour and if they spike it during peak hours, businesses could be paying up to 17 cents to 20 cents a kilowatt hour. That's a huge concern.

Mr. Kahn stated when they work on a project and it doesn't land in Madera, they go back and talk to those people to see if they will disclose why they didn't locate. They get a variety of different reasons but what jumps out frequently is that the cost of power was too high and the other thing that puts them at a disadvantage is logistics.

Mr. Kahn stated that they would think that logistics would be a strong point since they are in the middle of the state but when you figure that things from the port and companies that are distributing product outside of California need an eastbound corridor and the closest eastbound corridor is Highway 58 in Kern County and Highway 80 in the Bay Area, the closer they can get to those corridors reduces their logistics costs. Mr. Kahn stated the San Joaquin counties of the world and the Kern counties of the world have somewhat of an advantage even though we are the center of the state.

Mayor Medellin asked if they were losing some of these industrial markets to larger cities with east-west corridors as opposed to their neighbors since the Central San Joaquin Valley has pretty much the same energy costs.

Mr. Kahn stated there are two factors. It could be a loss to another state. They'll go to Arizona. They'll pay cheap power. Land costs are affordable. Labor costs are affordable. They have good working conditions. It's a business friendly state and they are right outside the California door so their logistics cost if they're shipping back in to California is made up by the other recurring cost savings that they have. Mr. Kahn stated that taking into account that if they are shipping anything to the other states east of them, then it even makes more sense for them to stay on the borders. He stated they are seeing a fair amount of that especially in the past where the companies were wringing California with their going to Arizona, Nevada and a little bit to Oregon but Oregon is not that business friendly. That's where they're making their hay.

Mr. Tooley asked that Mr. Kahn expand on that a little. He stated that business location decisions are made less frequently by upfront costs than they are recurring costs and that is something Mr. Kahn drives home with him on a regular basis. He asked that Mr. Kahn address that more fully.

Mr. Kahn stated that when a company is looking to locate and especially.....he thinks Mr. Merchen made a good point about the impact fees, there is a lot of discussion. Waiving impact fees makes headlines. Big incentive packages make headlines. Sometimes they are necessary. Mr. Kahn stated they shouldn't get him wrong. He is not saying that they just say no how, no way because they have to have an open mind.

Mr. Kahn stated impact fees have such a small percentage of the overall investment and then the land cost. Those are all one time and are usually small fees. When they talk about land versus the actual capital investment that they put on the land and then they add the impact fees, land and impact fees are at the very bottom. They can say they have cheap land and they have cheap impact fees. They'll say that it will cost them every day to ship here.

Mr. Kahn stated it's going to cost them every day to carry out their business. Mr. Kahn stated they definitely have some advantages on that too. The cost of doing business in Madera is very affordable and that is something that they market hard but if they hit them with logistics then that's a battle they have to try to overcome.

Mr. Kahn referenced Mr. Merchen's comment regarding not ever losing a business because of high fees and stated he doesn't think they ever have.

Mr. Kahn stated that they did an industrial survey of the majority of their industrial users in 2004 or 2005. He believes they surveyed at least 25 or 30 industrial users in Madera County. They did that survey again in 2011 because they wondered how people were doing and what answers would be different during the recession. Out of all the questions they asked, such as why they chose to locate in Madera and why are they staying in Madera, not one of them ever referenced impact fees or land costs. They referenced the cost of doing business. Some stated the central location was an advantage for them; close to their customers. Out of all those questions asked, impact fees were never uttered.

Mr. Kahn stated that the possible public private partnership is a huge opportunity. The City already owns the land and he believes they have to put some meat on the bones of that. If they ask his opinion, he would definitely encourage the Council and staff that they go through the process as Mr. Merchen laid out to bring on a qualified development partner because cities are not developers nor should they try to be.

Council Member Rodriguez asked what other cities are doing to mitigate logistics and energy costs. He asked if the energy they were talking about was specifically electricity and heating. He asked what energy consumption they were talking about that was driving businesses to not want to locate in the Central Valley. Council Member Rodriguez asked if they or other cities in similar environments were mitigating by producing solar or something else that would help these businesses say this is a good step for them to consider besides the logistics. Council Member Rodriguez asked if they were trying to eliminate all the reasons that businesses don't want to be here. He asked what could be done as a City to alleviate some of those issues that they see. He stated that obviously, logistics is not something that they can alleviate, but asked about the other smaller factors that come into play.

Mr. Kahn stated that Council Member Rodriguez was correct in that it is generally electrical fees that are the biggest concern.

Mr. Kahn stated if other communities don't have an irrigation district or something that is creating cheaper power within like Sacramento with SMUD, Sacramento Municipal Utility District that is separate from PG&E..... They have some opportunities up there. Turlock Irrigation District has some opportunity there. They can find some pockets within the Central Valley and within California that can get away from the PG&E rates.

Mr. Kahn stated as far as solar goes, he didn't think they could put in enough solar to make a difference. Most solar improvements they've seen are on an individual case by case basis that are directing the power back into their particular use. He doesn't think that's going to be an area that even comes close to being feasible for the City to look into.

Mr. Kahn stated other opportunities are something that could be discussed and maybe Mr. Tooley has an answer.

Mr. Tooley, City Administrator stated there are some communities that are going to a Community Aggregation Model where they band together, acquire the distribution system, buy power on the open market and basically they are wheeling energy cost. That becomes an economy of scale issue. Mr. Tooley stated they have to have enough critical mass, enough entities that want to play in the game so that they can afford the expense of going through the exercise. He's read a lot about it and it just so happens that his son-in-law in a larger city actually put together a Community Aggregation Program. He doesn't know

that it would work for their region but it is on his tickler list. That's going to be interesting to do a little more research into so it goes directly to the council member's question.

Mayor Medellin stated that as part of their community partners, he is sure they can sit down with PG&E and Anne and evaluate that.

Mr. Kahn stated there are also some PG&E incentive rates that businesses can qualify for but there are a lot of strings attached to that program. He doesn't want to get into the details of it because it would take up a lot of time. Sometimes they can work with the business to get them qualified for a lower rate through that program but it's not something that they can knock on somebody's door and say that they can reduce their power 25% or 30%.

Council Member Oliver stated he likes those details. He stated he was curious as to how many have actually utilized the Economic Development Rate that Mr. Kahn referenced especially when locating in the Madera market. He asked if any have been successful, that had a decline of sales or some type of financial hardship, in applying for that incentive and if not maybe that's an area they can work on with more information or outreach to line those folks up with that.

Mr. Kahn stated they've offered it to more than one company that they felt was in a position to qualify because they have to be expanding, relocating or looking to leave and they have to oftentimes say "but for". If it wasn't for this rate, they would not be staying here or expanding or doing this project. He doesn't want to get into the weeds of all of it but it's not something that they can go around and hand out cards to all of their industrial users.

Council Member Oliver asked if there was an incentive and Mr. Kahn responded that there is definitely an incentive and it's a five year program.

Mayor Medellin asked that Mr. Kahn briefly touch upon retail specifically restaurants and things like that that the public is really itching for and asking why they don't have some of the restaurants and retail places. Mayor Medellin asked what they are looking for and what the roadblock is in the City of Madera as to why they don't get those.

Mr. Kahn stated the biggest roadblock is their demographics because they'll look at the annual household income. They look at graduation rates. They look at how many people in the community have a high school degree, how many have an AA degree and how many have a Bachelor's Degree. Then they'll go on to how many people are in the community. A lot of them have hard stop numbers. If they don't have 60,000 then they are not going to take a look at you.

Mr. Kahn stated that with the bigger companies he's found that the first thing they mention is that they'll have to do an analysis on canalisation. What will this do to their store in Merced or what this will do to their store in Fresno or multiple stores in Fresno? What's gonna be the impact to their overall business model that they have in the San Joaquin Valley if they open another location? Are we going to bleed off from those stores or is Madera going to be sound enough to create its own business base that they are not sucking off those other stores. That's one of the bigger ones.

Mr. Kahn stated that the last one and he thinks they're kind of hopefully in his opinion after all the years he's been sitting in the EDC chair, the other one is especially restaurants..... Everybody wants freeway location now.

Mr. Kahn stated he's talked to Sizzler's to no end and basically they did an analysis and at that time they didn't have adequate freeway. Sizzler's said their business model was to offer a quality affordable meal at a little bit lesser price than their competitor. Sizzler's said their margins were thin. They said they could not survive in a market like the City of Madera if they put it, and they didn't say this, over on Howard Road. Sizzler's said they have to have freeway exposure to survive in communities like that. They did a hard look at Madera and they said they felt they just needed to wait a while.

Mr. Kahn stated that with the development of Avenue 17 once the Love's Travel Center goes and if they can ever get the casino off the dime, he thinks that is going to open up. He stated that one of the things they've been lacking is those freeway locations. Cleveland Avenue is pretty impacted now. Fourth Street is a non-starter. Madera Avenue is a non-starter. Mr. Kahn stated they need to treasure their Avenue 17 and hopefully in the future the City will be taking on Avenue 12 at some point in time. Those are the City's two pearls right there; those interchanges.

Mayor Medellin stated he knows median income and disposable income always play a role which is another reason he likes the spec building. He stated that their past Mayor Robert Poythress always said it best that they don't create jobs; they create opportunity and that is exactly what this building is. It's creating an opportunity for somebody to come in and offer not only a large number of jobs but high paying jobs that require the skill that he thinks they have here in the Workforce which is also one of their partners. So the more high paying jobs or better paying jobs that they can have the opportunity for, that raises that median income and he thinks Madera will be looked at differently in the future with some of these places.

Mr. Kahn stated they may be able to bring some other players that are working in the south valley or just to the north of them. He's had opportunity to talk to a lot of development companies that are out of the Bay Area and some even out of Los Angeles and he thinks that they can even strike some interest there because of the partnership. They'll see some opportunity there. Mr. Kahn stated he's talked to a lot of them and a lot of them say their market is enticing but they're just not ready to make that last look because they're thinking they have to buy the land, they have to buy the building, they have to worry about occupancy, is this guy for real and is their vacancy rate for real. But if they say that the City is going to be their partner, now they'll say they are going to make that investment; they'll make that gamble.

Mr. Kahn stated he thinks they will get that local attraction but he thinks their tentacles.....it might be really good because they may entice people from even a little further away. Once the word gets around, they might get some of those bigger players because most of them right now are playing in the Manteca, Lathrop, Tracey area and they are not interested in moving much further south than that. This may be the way to pull them down a little bit.

Council Member Rodriguez stated that Mayor Medellin mentioned something about the retailer and why we don't have them. Obviously, he made a good point that they need to have that discretionary income and in order to have that they need to have those jobs and once you have those jobs then that creates the need for these other types of retailer.

Council Member Rodriguez stated he also mentioned something about education which is high school education or non-graduation. These are what those other businesses are looking for. Council Member Rodriguez asked what they are looking for. He stated he knows they are connected to their State Center Community College and asked how they can use data from the State Center and asked if local industries here are really hiring those kids that come out of college. Council Member Rodriguez asked if they have some data that shows that if they get that manufacturing or maintenance or some type of technical course, then they have a job here. He asked if they are pressing for that, are they really putting a big focus on that, are they missing something in there that he could see that they're not doing correctly, are they not partnering up with their school district for example or high school career technical education so that they can better beef up that sector that businesses look for. Council Member Rodriguez stated he understands the demographics but asked if they have the skilled labor or the educated workforce if they are not investing in that section of their City especially the students who are in career technical pathways.

Mr. Kahn stated they talked demographics on the retail side but Council Member Rodriguez is asking about the industrial side. Mr. Kahn stated they are partnering and there is room for improvement however Madera between the State Center Community College and Madera Unified School District, he thinks, is leading the way in career technical education. They are not chasing other areas. Others are actually looking at them as models.

Mr. Kahn stated the Center for Advanced Manufacturing, for example, at the Community College is going to have a substantial addition made to it and more equipment is going to be put in there so that they can offer more programs and more advanced programs. They were just able to add additional equipment in there this last year that's allowed them to upgrade and they've actually hired a second instructor.

Mr. Kahn stated that he thinks that Madera Unified School District and the focus that they put on career technical education these last two years has been very strong and they have really good programs.

Mr. Kahn stated students are getting hired but not all of them.

Mr. Kahn stated a lot of their manufacturers will call him and tell him they are doing an expansion, they are busy, they are busier and they are looking to add 10 people. They ask him for resources. A lot of them are frustrated by trying to go through the typical fashion and having to interview 20 people to get one person they feel would be a good candidate.

Mr. Kahn stated they are referring them out to the Center for Advanced Manufacturing. Mr. Kahn stated they go to those instructors and ask for the name of their top 10 students and they pass those names along to the manufacturers.

Mr. Kahn stated the same thing with JBT, John Bean Technologies formerly FMC. They started their own apprenticeship program and they are hiring 10 individuals, mostly students, some high school, some associate degrees or certificated degrees and they are bringing them in and putting them right on their payroll. Part of their program is that two hours of their work day is spent at the Center for Advanced Manufacturing to learn the skills they want them to have in their plant.

Mr. Kahn stated it is growing but he thinks they are doing a pretty good job.

Mayor Medellin stated he would agree and stated that with the increase in the industry and possibly the High Speed Rail, one of the questions they are looking at is if we have the labor workforce to fill those jobs and with the industry that they have here in town, Mr. Kahn is absolutely right, they're calling all the time.

Mayor Medellin stated that even folks like Midland Tractor or Kuckenbecker Tractor that are looking for skilled mechanics that would start well above minimum wage.

Mayor Medellin stated that with the passage of Measure C, he believes the \$40 million is going to be spent at the Madera campus and he thinks that's where the first dollars or the first dust in the air will be done with the emphasis on these industry type jobs for welders or mechanics and things of that nature. Mayor Medellin asked Mr. Kahn if that was correct and Mr. Kahn responded affirmatively. Mayor Medellin stated it kind of crept up on them.

Mayor Medellin stated he doesn't know if they needed to ask earlier or get back together with the GMCIA and ask their partners in town on what exactly they are looking for so that they can produce that. Obviously, not as many kids are going on to four year D1 (Division 1) schools but are certainly qualified to enter into the workforce with this career technical education.

Mayor Medellin stated he thinks they are taking the lead on that but asked if we can be doing more and stated, absolutely and that it was a good question.

Council Member Rodriguez stated that for himself, he would like to follow up with some data and he doesn't know that he's asking for too much on that. He doesn't know that they have any concrete data that shows that because of these pathways or things that they are formulating at the State Center these kids are jumping into some type of manufacturing or industrial type of job.

Council Member Rodriguez stated that again, creating that discretionary income. That better income that they need so that they can bring in those types of retail stores that they talked about; the Sizzler's and what have you.

Council Member Rodriguez asked how they can gather that data and he doesn't know if that's even possible or not in connection with their high schools, career technical and State Center and directly to the workforce.

Mr. Kahn stated he would have to do some research to see how much data.....and he thinks he can get some data from the State Center. He is not closely connected to the Madera Unified School District system and how they track their students after they graduate so he wouldn't want to answer on their behalf.

Mayor Pro Tem Foley Gallegos stated she could answer Council Member Rodriguez. She stated that just last year they sent postcards out to seniors asking where they are attending school, what type of internships they've gotten into and what jobs are they in. That just happened this year so they are starting to track and see.

Council Member Rodriguez stated that would only be beneficial in the City for them to make decisions as far as the data showing that they have the skilled force and there's no reason why manufacturers will not look at Madera if they have what they are seeking. They have and here is what they have in play. Here's the data that shows kids are graduating and going on to pursue these types of career pathways or technical pathways.

Council Member Rodriguez stated he is assuming that is how they look at things. They look at data. Data is very important and like Mr. Kahn mentioned earlier, one of the biggest things was high school education, graduation and what have you. He thinks any business that would want to look at a city like Madera, would want to see that type of data as well.

Mr. Kahn stated that one of the things they emphasize when they market their communities is that they are a regional workforce. They want them to look broader because they've had some people say we're a pretty small community. Even the cities, the City of Chowchilla and county-wide, they only have 155,000 people so they emphasize the fact that they are regional and they have the data to back that up showing commute patterns back and forth to Fresno, Madera, Merced and surrounding communities.

Mr. Kahn stated they've had issues with workforce in specific positions but they've never had a workforce issue overall.

Council Member Oliver stated that in his day job, he's worked with a number of businesses that have had to go through the planning process especially those impacted by High Speed Rail and having to relocate and have certainly seen some of the factors that go into their decision making and sometimes its fees.

Council Member Oliver stated he's also seen other cities especially rural cities that are walking back on their impact fee waiver programs because they realize the impact it has on their budget and their bottom line.

Council Member Oliver stated he thinks the underlining factor for any business is that you have a city and a community that is consistent. The rules are simple and there's clarity but most importantly there's consistency. Council Member Oliver stated he thinks the interface for that is, not only Mr. Kahn and his organization, but Chris Boyle, Planning Manager and Steve Woodworth, Chief Building Official because if he's a prospective business or out of town business, he's coming to City Hall oftentimes he's meeting with them to learn what the City's rules are and what the requirements might be and sometimes they have to be the bearer of bad news especially when it comes to realizing their General Plan or Vision Plan.

Council Member Oliver asked Mr. Boyle and Mr. Woodworth what some areas of improvement are to become more business friendly, support their department and their staff, meeting their business needs, answering their questions and doing it promptly. Council Member Oliver stated it was an open-ended

question but he's just curious as to their role since they are usually the first face at the counter for some of those prospective or expanding businesses.

Mr. Boyle stated if there is one thing that projects struggle with it is the availability of infrastructure. When there are a lot of off-site improvements such as improvements required not on-site for the physical development of the site, but off-site in order to provide for the necessary infrastructure for the project to work, that can be a detractor to locating a particular location.

Mr. Boyle stated he probably dreams of streets lined with ample sewer and storm drain connectivity so that it makes it really easy and he comes to work the next day and have five prospective buildings lined up at his counter and say that he's got that for them. That is something that they are trying to incentivize in different ways and overcome so that the City can continue to logically grow. That is probably the number one factor that is an issue sometimes.

Mr. Woodworth stated they are doing what they can to expedite the process of plan review and permitting process for developers and contractors. They take it case by case and try to improve their day to day work. Mr. Woodworth stated that as far as the inspection process, they are staying ahead of the game with the staff that he has. They are not getting any complaints that he's aware of by developers or contractors as far as that is concerned. They are just working on that on a daily basis.

Council Member Oliver stated he appreciates that response especially as Mr. Woodworth didn't take the opportunity to request additional staff and resources.

Council Member Oliver asked Mr. Kahn what some of the tools and resources were that currently aren't at his disposal that would help his organization to help their mission.

Mr. Kahn stated it would be lovely to have all these disposable dollars that they could use to be creative but they know that is not the fact of life. He echoes off what Mr. Boyle and Mr. Woodworth said. He thinks they have adequate tools. He doesn't want to say they have everything in the toolbox that they would like to have.

Mr. Kahn stated he thinks that before they throw too much money at too many different promotional things, that they really look hard inside themselves at the City and ask where they could make some investments that would prompt the economic development to happen.

Mr. Kahn stated he can't even come close to knowing how many brain cells he's killed and how many brains cells of Mr. Tooley, Mr. Merchen and Mr. Boyle he's killed over just one particular piece of property in town. That is exactly what he described. They have a great piece of property but they have off-site improvement issues and they cannot seem to be able to figure it out. Those are the kinds of things.

Mr. Kahn stated they could have an off-line discussion, which would probably be better and he should have that discussion with their staff as well. There are some things they can do but he doesn't want to get into that right now. He doesn't think that is fair to Council's staff.

Council Member Oliver stated he appreciates that and he really appreciates the discussion item tonight. He thinks it's one that should be ongoing. He knows it's always front and center in staff's minds and he knows they are doing a great job and doing a lot of hard work to land all the big fish that they can. Council Member Oliver stated he appreciates the work that Mr. Kahn and his organization do.

Council Member Oliver stated he agrees with some of the points raised in the staff report and he would support that especially with that public private partnership program and looking at updating their impact fee schedule.

Council Member Oliver stated the other thing he wanted to pivot to as well is that the retention component is huge and as much energy and emphasis they place behind prospective businesses and prospective

industry, trying to get them to locate here, hopefully hire here and hopefully those folks will buy homes here, he thinks they have to look back in the mirror and look back at those businesses, small and large that have invested here for many years over and over again. Maybe they are big job creators and maybe they're not and it is small businesses like the Bridge Store or the GBS or the Seabury Copeland and Anderson's.

Council Member Oliver stated he thinks they have to take a look at where some of their deficiencies in the City are especially aging parts of the City. Looking at downtown and seeing how they can align incentives and resources that will encourage businesses and property owners to redevelop or reinvest in their properties whether it be folks that are confronting ADA upgrade issues in downtown or façade improvements or maybe even looking at their economic development incentive program if they ever create one to guide prospective development and uses in areas that are in need whether it be a need of pharmacies or grocers that serve fresh fruits and vegetable to nearby communities that might not have access to those places of business or school sites or other public facilities.

Council Member Oliver stated that's kind of getting into a broader discussion but he thinks they should always pivot back to that fact of what are they doing to show their commitment to those existing folks as well. Maybe it's if they've been in business for 60 years and they come through for a small expansion project or building permit fee, they waive the fees 60%. At the end of the day, it's not a big cost item but maybe it shows the City's commitment to existing industry, existing businesses and the many families and people that really make their community great.

Council Member Oliver stated he really appreciates the forward looking discussion. He thinks it's a long game. He thinks that's economic development in a nutshell. Economic development is a quality of life discussion. He hopes they can have additional conversations in the future and certainly some off-site ones. He appreciates the presentation and the information it's brought forward.

Mr. Tooley asked if they could simply get a consensus from the Council that they'd like staff to proceed with the three recommendations and they thank Council very much for an effective discussion.

Mayor Medellin asked Council if there were any other additions, questions or comments.

Mayor Medellin stated he too would like to echo those comments. He thinks it starts here in a discussion like this. They play for the same team and he thinks they are all striving to get that win and so that they can be an open discussion in the public and carry on this conversation, speaks volumes.

Mayor Medellin stated he thinks staff has direction. He thinks they've heard a lot of different things on what they as a Council and their input but they appreciate the input back from them as well and he does appreciate that and he also agrees that they should have multiple discussions on this point.

Mayor Medellin stated he is in total agreement of the recommendations and he thinks that number one, that strategy, is something that they will continually come back to them so they can look at that strategy and sometimes it changes like the wind but they need to be proactive and stay on top of that. The opportunity that the spec building will bring, he thinks is huge. Mayor Medellin stated he was not sure if his colleagues had anything else to add to that but he wholeheartedly supports the three recommendations that were given.

Council Members Holley and Robinson concurred with that.

Mayor Medellin thanked his colleagues for their input, questions and concerns. He stated it all adds up to what they are striving to do. That was great.

Mr. Tooley stated Council has turned them lose and they will be back.

Mr. Kahn stated he wanted to make a closing comment and say that it is a pleasure to work with the staff that Council has at the City. They get it. They understand it and most importantly, they're inclusive. Mr.

Kahn stated he can't tell them how many calls he gets from staff people here asking him to come over and talk about things and that's what makes this team so strong is that they are working together and they look at them as a team member and he appreciates being a part of the team. Mr. Kahn stated that Council has some really good leaders sitting around these tables.

Mayor Medellin thanked Mr. Kahn for his kind words. Mayor Medellin stated the key word is team and Mr. Kahn is absolutely right.

## **B. CONSENT CALENDAR**

- B-1 Minutes – 2/17/16, 7/6/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 1/23/17-2/5/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution of the City Council of the City of Madera Approving Award of Bid and Approving Agreement for RFP PWP201617-001 with Wastewater Solids Management, Inc. to Clean Anaerobic Waste Digester Number 1 at Madera Wastewater Treatment Plant and Authorizing the Mayor to Sign the Agreement on Behalf of the City of Madera; and  
  
Consideration of a Resolution of the City Council of the City of Madera Amending the FY 2016-17 Annual Budget to Increase Expenditure Allocations in the Sewer Fund to Increase the Allocation Necessary for Interior Cleaning of an Anaerobic Digester (Report by Dave Randall)
- B-5 Consideration of a Resolution Approving an Agreement with Provost & Pritchard Consulting Group for Professional Engineering Design Services for Water Main Installations at Various Locations, and Authorizing the Mayor to Execute the Agreement; and  
  
Consideration of a Resolution Approving Funding Amendments to the Fiscal Year 2016/17 Budget for Costs Associated with Professional Engineering Design Services for Water Main Installations at Various Locations (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Beverage Container Recycling City/County Payment Programs and Authorizing the City Administrator to Execute All Grant Documents (Report by Dave Randall)
- B-7 Consideration of a Resolution Adopting the City of Madera Comprehensive Emergency Management Plan (Report by Eugene Haynes)
- B-8 Consideration of a Resolution of the City Council of the City of Madera Approving an Agreement with David P. Hamilton, MAI for Professional Appraisal Services for Street Right of Way Acquisition on the Olive Avenue Widening Between Gateway Drive and Knox Street Project and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving an Amendment to the Lease Agreement with Greyhound Lines Inc. for the Lease of Property at the Madera Intermodal Facility and Authorizing the Mayor to Execute the Amendment on Behalf of the City of Madera (Report by Ivette Iraheta)

- B-10 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending September 30, 2016 (Report by Tim Przybyla)
- B-11 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2016 (Report by Tim Przybyla)
- B-12 Consideration of a Resolution of the City of Madera, California, Authorizing the Submittal of an Extension Request to the California State Department of Housing and Community Development for Extended Funding Under the CalHome 2011 Program; the Execution of a Standard Agreement if Selected for Extended Funding and Any Amendments Thereto; and Any Related Documents Necessary to Continue Participating in the CalHome 2011 Program and Authorizing the City Administrator or His Designee to Sign the Extension Request, Certifications, Funds Request and Any Related Grant Documents (Report by Ivette Iraheta)
- B-13 Consideration of a Resolution Appointing Ruben Mendoza, Eloise Rodriguez, Celeste Voyles, Brian Massetti and Shawn Griffin to the City of Madera Civil Service Commission (Report by Wendy Silva)
- B-14 Consideration of a Resolution Appointing Rosanne Bonilla, Kristy Anderson, Maxine Barnett and Rohi Zacharia to the City of Madera Beautification Committee (Report by Mary Anne Seay)

Mayor Medellin asked if any council members would like to pull items from the consent calendar for further discussion or questions. Council Member Holley asked that Consent Item B-7 be pulled for discussion.

Mayor Medellin asked for a motion for action.

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, THE CONSENT CALENDER WITH THE EXCEPTION OF ITEM B-7 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**RES. NO. 17-24      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAOERA APPROVING AWARD OF BID AND APPROVING AGREEMENT FOR RFP PWP201617-001 WITH WASTEWATER SOLIDS MANAGEMENT, INC. TO CLEAN ANAEROBIC WASTE DIGESTER NUMBER 1 AT MADERA WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA**

**RES. NO. 17-25      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2016/17 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER FUND TO INCREASE THE ALLOCATION NECESSARY FOR INTERIOR CLEANING OF AN ANAEROBIC DIGESTER**

**RES. NO. 17-26      A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**RES. NO. 17-27      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016/17 BUDGET FOR COSTS ASSOCIATED WITH**

**PROFESSIONAL ENGINEERING DESIGN SERVICES FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS**

- RES. NO. 17-28** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS
- RES. NO. 17-30** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH DAVID P. HAMILTON, MAI FOR PROFESSIONAL APPRAISAL SERVICES FOR STREET RIGHT OF WAY ACQUISITION ON THE OLIVE AVENUE WIDENING BETWEEN GATEWAY DRIVE AND KNOX STREET PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
- RES. NO. 17-31** A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FOURTH AMENDMENT TO THE LEASE AGREEMENT WITH GREYHOUND LINES, INC. FOR LEASE OF PROPERTY AT MADERA INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF MADERA
- RES. NO. 17-32** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN EXTENSION REQUEST TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR EXTENDED FUNDING UNDER THE CALHOME 2011 PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR EXTENDED FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO CONTINUE PARTICIPATING IN THE CALHOME 2011 PROGRAM AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESGINEE TO SIGN THE EXTENSION REQUEST, CERTIFICATIONS, FUNDS REQUEST AND ANY RELATED GRANT DOCUMENTS
- RES. NO. 17-33** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA MAKING APPOINTMENTS TO THE CIVIL SERVICE COMMISSION
- RES. NO. 17-34** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING ROSANNE BONILLA, KRISTY ANDERSON, MAXINE BARNETT AND ROHI ZACHARIA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

Mayor Medellin called item B-7 for discussion.

*B-7 Consideration of a Resolution Adopting the City of Madera Comprehensive Emergency Management Plan (Report by Eugene Haynes)*

Council Member Holley asked if Eugene Haynes, Administrative Analyst was present. Mr. Haynes replied affirmatively.

Council Member Holley stated he is concerned. The City has a lot of people. Other counties have an emergency plan and evacuations. He asked if they are set to have something like that because years ago he was living here when the Fresno River flooded several homes. He asked if they have something that would allow folks to go somewhere for evacuation purposes if they were flooded out of their homes.

Mr. Haynes responded they have identified two shelters along with the other shelters that are within the City Limits such as the churches and the schools. In the City, they did an assessment and they identified four locations but they accepted two out of the four locations. One is the John Wells Center and the other is the Pan American Center.

Mr. Haynes stated that after speaking with Red Cross, he found the Red Cross actually has a lot of the schools already targeted and in place as well as some of the churches. Mr. Haynes stated they should keep in mind that working with Red Cross in an event of such magnitude as a flood, the Red Cross would look at the churches that they already have a relationship and rapport with as well as the high schools and the elementary schools and he is talking more so about the gymnasiums in the schools that would be used in these type of scenarios.

Council Member Holley asked if there is a way that the public is aware.

Mr. Haynes responded that the public would definitely be aware. They would work with Red Cross and there would be communications. There is a County database that they have called WebEOC that all the cities are a part of and have access to. They meet on a quarterly basis with the County Emergency Preparedness Team. City staff monitor those websites on a daily basis just about.

Mr. Haynes referenced the last rainfall. He stated they were on the website daily trying to see what roads were closed down and where the shelters were more so in the mountain areas in Oakhurst and all that. Staff knew exactly where the evacuation centers were. They knew what roads were closed and which roads they had access to. Mr. Haynes stated that CHP, California Highway Patrol is part of the database too so staff was in daily communication getting a feel for what was actually happening.

Mr. Haynes stated that in an event of that magnitude, Red Cross is pretty much going to identify what shelters are going to be available and they will communicate with our community as far as where to go. Red Cross plays a big role in this whole process and staff meets quarterly with them.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM B-7 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**RES. NO. 17-29      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE CITY OF MADERA COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

**C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS**

- C-1      Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 2.15 Acres from the R3 (High Density Residential) Zone District to the PD 6000 (Planned Development) Zone District in Conjunction with the Riverwalk Single-Family Residential Development Project (Report by Chris Boyle)

Chris Boyle, Planning Manager stated that at their February 1<sup>st</sup> Council meeting, Council introduced an ordinance that would rezone 12 parcels that cumulatively form the Riverwalk subdivision from the R3 to the PD 6000 Zone District. Staff and the Planning Commission continue to recommend approval and would recommend adoption of that ordinance. Mr. Boyle stated he would answer any questions.

Mayor Medellin asked if anyone had questions for Mr. Boyle. No comments were made.

Mayor Medellin asked that title be read.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED AND ITEM C-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**ORD. 939 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 2.15 ACRES LOCATED ON THE SOUTH SIDE OF THE FRESNO RIVER CHANNEL BETWEEN THE NORTH A STREET AND NORTH C STREET ALIGNMENTS FROM THE R3 (RESIDENTIAL) TO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

There are no items for this section.

**F. COUNCIL REPORTS**

Council Member Robinson stated the League of California Cities will be holding a General Membership meeting in the City of Selma at the Spike and Rail Steakhouse. The program is a Climate Investment Workshop at 6:00 p.m. tomorrow, February 16<sup>th</sup>. Council Member Robinson stated they are welcome if they can make it. He believes it is a 45 minutes – 1 hour drive.

Mayor Pro Tem Foley Gallegos stated she had nothing to report but she stated there is someone in the audience that they can acknowledge; past Sheriff John Andersen who is representing Anthony Cannella.

John Andersen spoke from the audience but it was inaudible.

Council Member Holley stated he has been staying busy. He stated that Mayor Medellin and Chief Frazier have been targeted to pick a team for the Big Brothers Big Sisters Bowl for Kid's Sake. He was asked to deliver this message to Mayor Medellin from the Big Brothers Big Sisters coordinator. Somebody told him that the Sheriff's Department is outdoing their Police Department. He spoke to Chief Frazier about that who stated it was not true so it's become a competitive thing right now. They have also thrown the Mayor into that stating that as a city leader he should get a team together. The bowling event is April 15<sup>th</sup>.

Police Chief Steve Frazier spoke from the audience. [Inaudible.]

Council Member Rodriguez had nothing to report.

Council Member Oliver thanked those who joined him for his birthday and signed up for the National Bone Marrow Registry. 50 people signed up and he was pretty excited about that and hopefully somebody will have a chance to give a stranger a second chance at life.

Council Member Oliver stated that he volunteered at a FAFSA [Free Application for Federal Student Aid] workshop over the weekend. That was hosted at CAPMC [Community Action Partnership of Madera County] with Madera Unified School District, Fresno State and the United Way. As of today, only 44% of high school seniors have filled the FAFSA form so there is certainly a very small window of time left. He believes the deadline is March 2<sup>nd</sup> so there will another workshop that he will be volunteering at on Saturday, February 25<sup>th</sup> from 9:00 a.m. to 1:00 p.m. at CAPMC. Nonetheless, it was a good event and they were able to help several families in getting through that process.

Mayor Medellin stated that on Wednesday they had Civics Day and he thanked Sonia Alvarez, City Clerk and all the team from Madera for participating. It was another huge success and he thinks having the kids in the Council Chambers and doing the financial exercises is always an eye opener.

Mayor Medellin gave a big shout out to the Public Works Department and Dave Randall, Public Works Operations Director. Last week they got about two inches of rain in a matter of 30 minutes – an hour maybe or so. It was crazy. He knows Mr. Randall’s employees were working overtime and he knows the phone was ringing off the hook. There were a number of streets that had water up over the curb and things of that nature. Mr. Randall’s employees are true blue and some great team players and they did a fantastic job. Madera showed their true colors when we were able to handle that. Mayor Medellin gave a shout out and kudos to Mr. Randall’s team and also to Mr. Randall for leading them.

**G. CLOSED SESSION**

There are no items for this section.

**ADJOURNMENT**

The meeting was adjourned by Mayor Medellin at 7:31 p.m.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

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SONIA ALVAREZ, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
ZELDA LEÓN, Deputy City Clerk

City of Madera

Council Meeting Of November 15th, 2017  
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,  
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 11/15/2017

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

October 24th, 2017 to November 6th, 2017

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	15295-15465	\$	1,226,096.96
Wire Transfer	Union Bank Payroll and Taxes	\$	842,315.57
Wire Transfer	SDI	\$	2,066.08
Wire Transfer	Cal Pers	\$	329,816.12

Respectfully submitted,



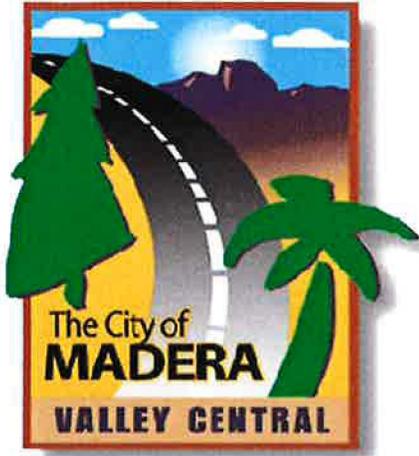
Tim Przybyla  
Financial Services Director

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**  
**November 6th, 2017**

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
15295	10/27/2017	ACRO SERVICE CORPORATION	TEMPORARY DRAFTSMAN: SHAWN GAR	2,272.32
15296	10/27/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE PRESCRIPTION BILL 11/17 - SKEELS	159.80
15297	10/27/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE MEDICAL BILL NOVEMBER 2017	2,159.99
15298	10/27/2017	ANDY'S SPORTS AND DESIGN	ADA SIGNS COUNCIL CHAMBERS	69.28
15299	10/27/2017	AT&T	09/17 CALNET 3 SVS 9391026396	163.53
15300	10/27/2017	BUSHONG, JASON	MILEAGE REIMBURSEMENT TO WWTP 10/02/17	14.79
15301	10/27/2017	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL QTR1	648.00
15302	10/27/2017	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	6,768.73
15303	10/27/2017	CANON FINANCIAL SERVICES	NASPO Contract 3091/7-15-70-23	5,299.92
15304	10/27/2017	CITY OF MADERA	10/17 UTILITY SVS 322 W 6TH ST	169.72
15305	10/27/2017	CITY OF MADERA	10/17 UTILITIES 703 SHERWOOD WAY	223.67
15306	10/27/2017	COMCAST	CITY INTERNET CONNECTION 10/15-11/14/17	1,372.25
15307	10/27/2017	COMCAST	10/22- 11/21 SVS 8155500320322006	86.13
15308	10/27/2017	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 1 FY 17/18	603.30
15309	10/27/2017	OCHOA, BENJAMIN	BOND RELEASE FOR ENROACHMENT PERIMIT #5153	500.00
15310	10/27/2017	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 3 MEDIAN MAINTENANCE OCTOBER 2017	14,720.00
15311	10/27/2017	GIERSCH & ASSOCIATES, INC.	PROFESSIONAL ENGINEERING DESIGN	3,612.23
15312	10/27/2017	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	113.35
15313	10/27/2017	HERC RENTALS	Misc. equipment rental	1,586.95
15314	10/27/2017	LEAGUE OF CALIFORNIA CITIES	LOCC DIVISION MTG 10/12/17 ROBINSON	25.00
15315	10/27/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES	665.00
15316	10/27/2017	MADERA COUNTY E D C	EDC COMMISSION	43,406.40
15317	10/27/2017	MADERA COUNTY TAX COLLECTOR	2018 PROPERTY TAX 037-040-004-000	463.82
15318	10/27/2017	MADERA TRIBUNE	C.C. NOTICE #1085 NOTICE OF PUBLIC HEARING	77.40
15319	10/27/2017	NOLAN MCGUIRE CONSTRUCTION	14-CalHome-9862 313 Harding St	33,000.00
15320	10/27/2017	PACIFIC GAS & ELECTRIC	10/17 SVS 1619119913-8	128.80
15321	10/27/2017	BRAVO, ELANA	PARK DEPOSIT REFUND	50.00
15322	10/27/2017	CALIFORNIA DESTROYERS SOFTBALL ORGANIZATION	FIELD CANCELLATION	61.25
15323	10/27/2017	CAMP FIRE HEART OF CALIFORNIA	PARK DEPOSIT REFUND	90.00
15324	10/27/2017	CASTILLO, GRACIE	PARK DEPOSIT REFUND	50.00
15325	10/27/2017	GONZALES, FRANCES	PARK DEPOSIT REFUND	50.00
15326	10/27/2017	HERNANDEZ, DIANA	SPORT REFUND	300.00
15327	10/27/2017	MEDINA, ASHLEY	PARK DEPOSIT REFUND	50.00
15328	10/27/2017	MORALES, SABRINA	SPORT REFUND	50.00
15329	10/27/2017	MORENO, YESENIA	PARK DEPOSIT REFUND	50.00
15330	10/27/2017	NEW BEGINNINGS APOSTOLIC CENTER	PARK DEPOSIT REFUND	50.00
15331	10/27/2017	NUTRA BLEND C/O JOY RAZO	PARK DEPOSIT REFUND	400.00
15332	10/27/2017	PLACIDO, YANELA	PARK DEPOSIT REFUND	150.00
15333	10/27/2017	RAMIREZ, CRYSTAL	PARK DEPOSIT REFUND	50.00
15334	10/27/2017	RODRIGUEZ, OLGA	FACILITY DEPOSIT REFUND	100.00
15335	10/27/2017	TESEI, GAIL	PARK DEPOSIT REFUND	50.00
15336	10/27/2017	VALENZUELA, MARGARITA	FACILITY DEPOSIT REFUND	100.00
15337	10/27/2017	VILLAPANDO, BLANCA	PARK DEPOSIT REFUND	50.00
15338	10/27/2017	ZAVALA, KLORISHA	PARK DEPOSIT REFUND	50.00
15339	10/27/2017	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	22,210.92
15340	10/27/2017	PRINCIPAL LIFE INSURANCE COMPANY	NOVEMBER 2017 DENTAL INSURANCE	17,143.78
15341	10/27/2017	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY NOVEMBER 2017	106.00
15342	10/27/2017	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL CHUMLEY NOVEMBER 2017	226.00
15343	10/27/2017	REINARD W. BRANDLEY CONSULTING	Crack Seal Engineering	30,600.00
15344	10/27/2017	ROBINSON, DEREK	PER DIEM LOCC EXEC BOARD MTG - MILEAGE REIMB	177.72
15345	10/27/2017	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIGN	7,886.75
15346	10/27/2017	SJVAPCD	MAX BUS SHELTER AND AMENITIES INSTALLATIONS	170.00
15347	10/27/2017	SUPERIOR VISION INC.	NOVEMBER 2017 VISION INSURANCE	2,470.32
15348	10/27/2017	TESEI PETROLEUM INC.	FUEL CHARGES 10/11-10/20	13,317.86
15349	10/27/2017	TESEI PETROLEUM, INC.	FUEL	404.58
15350	10/27/2017	ALTSOURCE SINGLE FAMILY INC	Utility Billing Deposit Refund	72.48
15351	10/27/2017	ARROYO JOE M	Utility Billing Deposit Refund	95.14
15352	10/27/2017	BARGAS ISRAEL	Utility Billing Credit Refund	111.95
15353	10/27/2017	BEACH SANDY	Utility Billing Credit Refund	117.01
15354	10/27/2017	CARLEVARO SANDRA	Utility Billing Credit Refund	151.66
15355	10/27/2017	CITY OF MADERA OR MARTINEZ LUPE	Utility Billing Credit Refund	151.52
15356	10/27/2017	CITY OF MADERA ORMORALES RAMIRO AND SYLVIA	Utility Billing Credit Refund	75.13
15357	10/27/2017	DEWAN ARRET	Utility Billing Credit Refund	145.52
15358	10/27/2017	ESCHEIK LUTFI OR CITY OF MADERA	Utility Billing Credit Refund	151.83
15359	10/27/2017	FARMER JEFREY MARK	Utility Billing Credit Refund	171.16
15360	10/27/2017	FREEMAN DANIEL	Utility Billing Credit Refund	33.62

15361	10/27/2017	GARZA NICHOLAS	Utility Billing Credit Refund	37.25
15362	10/27/2017	HIMAT INVESTMENTS C/O SINGH CHARANJIT	Utility Billing Deposit Refund	14.78
15363	10/27/2017	JAMKE A CALIFORNIA GENERAL PARTNERSHIP	Utility Billing Credit Refund	182.59
15364	10/27/2017	LEANOS RODRIGO	Utility Billing Credit Refund	123.58
15365	10/27/2017	MARTIN LEE	Utility Billing Credit Refund	102.96
15366	10/27/2017	MARTINELLI PROPERTIES	Utility Billing Deposit Refund	40.86
15367	10/27/2017	MENDRIN NORA AND VACELLIE	Utility Billing Credit Refund	20.65
15368	10/27/2017	MEYERS CORI	Utility Billing Deposit Refund	20.90
15369	10/27/2017	MICHELSON JERI C/O NEWTON PROPERTY MANAGMENT	Utility Billing Deposit Refund	1.59
15370	10/27/2017	MORENO DULCE OR CITY OF MADERA	Utility Billing Credit Refund	187.57
15371	10/27/2017	OWEN MARTY	Utility Billing Credit Refund	31.58
15372	10/27/2017	PFITZNER ALEX AND LAUREN LERMA	Utility Billing Credit Refund	171.34
15373	10/27/2017	POTTER KEN	Utility Billing Credit Refund	68.00
15374	10/27/2017	RIOS THOMAS A	Utility Billing Deposit Refund	39.75
15375	10/27/2017	SHEIKH KHUBAIB	Utility Billing Deposit Refund	27.92
15376	10/27/2017	SMITH DAVID A	Utility Billing Deposit Refund	39.02
15377	10/27/2017	WRAY LINDA M AND RICHARD PATTEN	Utility Billing Deposit Refund	8.18
15378	10/27/2017	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID UNITED HEALTH CARE NOVEMBER 2017	281,276.43
15379	10/27/2017	UNITED MUNICIPAL SECURITY	CD CHARGES	871.50
15380	10/27/2017	UNITED RENTALS, INC	Misc. equipment rental	857.65
15381	10/27/2017	US BANK CORPORATE PAYMENT SYSTEMS	09/17 CAL-CARD CHARGES	143,757.72
15382	10/27/2017	VERIZON WIRELESS	COUNCIL IPAD SVC SEP 11 - OCT 10	304.08
15383	10/27/2017	YOSEMITE PAINT AND BODYWORKS INC.	#6901 Damage Repairs	5,153.12
15384	10/27/2017	FRESNO POLICE DEPARTMENT	FIREARMS INSTRUCTOR	90.00
15385	11/03/2017	ACRO SERVICE CORPORATION	TEMPORARY DRAFTSMAN: SHAWN GAR	1,136.16
15386	11/03/2017	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 11/17	40,000.00
15387	11/03/2017	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	99,084.55
15388	11/03/2017	ALERT-O-LITE	2017 HOMECOMING PARADE	1,200.00
15389	11/03/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 11/03/2017 PAYROLL	950.86
15390	11/03/2017	BACKUPWORKS.COM, INC.	PD Tape Backup	8,665.15
15391	11/03/2017	BERMUDEZ, CARLOS	REIMBURSE FOR CLASS B LICENSE	33.00
15392	11/03/2017	DAVID J. BOYLE	MAX Bus Shelter and Amenities	48,545.00
15393	11/03/2017	BUSHEY, SHAWN	PER DIEM CRISIS INTERVENTION FTO	96.00
15394	11/03/2017	CALIFORNIA RURAL WATER ASSOCIATION	MEMBERSHIP DUES NOVEMBER 2017- NOVEMBER 2018	1,203.00
15395	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 1412 AMERICAN AVE	500.00
15396	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 404 SOUTH K ST	500.00
15397	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 220 N Q ST	500.00
15398	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 930 N D ST	500.00
15399	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 313 HARDING AVE	500.00
15400	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 909 E YOSEMITE AVE	500.00
15401	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 935 SONORA ST	500.00
15402	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 218 SOUTH K ST	500.00
15403	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 420 NORTH D ST	500.00
15404	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 638 ADELAIDE AVE	500.00
15405	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 224 WEST WILSON AVE	500.00
15406	11/03/2017	CHICAGO TITLE COMPANY	TITLE REPORT FOR 529 S C ST	500.00
15407	11/03/2017	CITY OF MADERA	TOILET REBATE - APPLY TO ACCT 9894479	75.00
15408	11/03/2017	CITY OF MADERA	TOILET REBATE - APPLY TO ACCT 4729361	75.00
15409	11/03/2017	CITY OF MADERA	TOILET REBATE - APPLY TO ACCT 4914001	75.00
15410	11/03/2017	CITY OF MADERA	TOILET REBATE - APPLY TO ACCT 9893428	150.00
15411	11/03/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 11/03/2017 PAYROLL	1,051.34
15412	11/03/2017	COMCAST	10/17 SVS 8155500320092096	128.22
15413	11/03/2017	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS SEP 17	525.00
15414	11/03/2017	CREATIVE COPY	SENIOR MAX TICKETS	465.32
15415	11/03/2017	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE - NOV	230.00
15416	11/03/2017	ECONOMIC DEVELOPMENT COMMISSION	ECONOMIC SUMMIT LUNCHEON - NOVEMBER 8, 2017	420.00
15417	11/03/2017	ENTENMANN-ROVIN CO	BADGES	303.84
15418	11/03/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 10/16/17-10/31/17	9,731.25
15419	11/03/2017	FIRST TRANSIT INC.	FIRST TRANSIT SEPTEMBER 2017	77,571.31
15420	11/03/2017	FOSS, DAN	PER DIEM SLI - SESSION 7	224.00
15421	11/03/2017	FRESNO CITY COLLEGE	POLICE ACADEMY REGISTRATION - M. ABRAHAM	6,761.00
15422	11/03/2017	GONZALES, RICHARD	PER DIEM CNOA TRAINING CONFERENCE	288.00
15423	11/03/2017	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING - INTERMODAL	537.00
15424	11/03/2017	J'S COMMUNICATIONS	Service Agreement October - December	4,707.00
15425	11/03/2017	JOHNSON REAL ESTATE APPRAISAL	529 SOUTH C ST APPRAISAL	5,855.00
15426	11/03/2017	KER'S GAS & LUBE, INC.	PD CAR WASHES	265.50
15427	11/03/2017	LANE GUIDES LENDERS ON LINE INC	RENEWAL 2018 SUBSCRIPTION	119.00
15428	11/03/2017	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	835.65
15429	11/03/2017	LINCOLN FINANCIAL	LIFE AND LTD NOVEMBER 2017	8,051.50
15430	11/03/2017	MADERA ANIMAL HOSPITAL	VETERINARY SVS	685.25
15431	11/03/2017	MADERA COUNTY TAX COLLECTOR	2018 PROPERTY TAX 038-050-018-000	251.00

15432	11/03/2017	MADERA COUNTY TAX COLLECTOR	2018 PROPERTY TAX 013-010-039-000	10,971.12
15433	11/03/2017	MADERA COUNTY TAX COLLECTOR	2018 PROPERTY TAX - AIRPORT OPERATIONS	23,392.72
15434	11/03/2017	MADERA RADIO DISPATCH, INC.	TOWER RENT	310.24
15435	11/03/2017	MADERA REDEVELOPMENT AGENCY	REIMBURSE COSTS FOR YOSEMITE/ELM PROJECT	35,261.78
15436	11/03/2017	MADERA TRIBUNE	CDBG CAPER NOTICE	720.00
15437	11/03/2017	MADERA UNIFORM & ACCESSORIES	SEW ON PATCH	554.48
15438	11/03/2017	MCALISTER, JARON	PER DIEM CRISIS INTERVENTION FTO	96.00
15439	11/03/2017	MNI TECHNOLOGIES DIRECT, INC.	Surface Pros	337.03
15440	11/03/2017	MONTEMAYOR, JUAN	REIMBURSE CLASS B LICENSE DIFFERENCE	10.00
15441	11/03/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/03/17 PAYROLL	8,978.09
15442	11/03/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/03/2017 PAYROLL	2,833.62
15443	11/03/2017	NOLAN MCGUIRE CONSTRUCTION	14-CalHome-9862 218 S. K St.	14,162.00
15444	11/03/2017	NORIEGA, MARCY	PER DIEM CRISIS INTERVENTION FTO	96.00
15445	11/03/2017	GENTRY, PAUL	TURF REPLACEMENT REBATE	1,000.00
15446	11/03/2017	PACIFIC GAS & ELECTRIC	09/17 SVS 9920095153-3	71,873.53
15447	11/03/2017	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
15448	11/03/2017	RIDX PEST	PEST CONTROL SVS - 930 D ST	750.00
15449	11/03/2017	RON'S TOWING & ROAD SERVICE	TOW SVS	45.00
15450	11/03/2017	SHI INTERNATIONAL CORP.	PD MONITORS	817.48
15451	11/03/2017	STANDARD & POOR'S CORP.	ANNUAL SURVEILLANCE FEE	2,000.00
15452	11/03/2017	STATE WATER RESOURCES CONTROL BOARD	GRADE 1 WATER DISTRIBUTION CERTIFICATE FEE	70.00
15453	11/03/2017	STATE WATER RESOURCES CONTROL BOARD	GRADE 1 WATER DISTRIBUTION CERTIFICATE FEE	70.00
15454	11/03/2017	STATE WATER RESOURCES CONTROL BOARD	GRADE 2 WATER DISTRIBUTION CERTIFICATE FEE	80.00
15455	11/03/2017	STATE WATER RESOURCES CONTROL BOARD	GRADE 2 WATER DISTRIBUTION CERTIFICATE FEE	80.00
15456	11/03/2017	STATE WATER RESOURCES CONTROL BOARD	GRADE 2 WATER DISTRIBUTION CERTIFICATE FEE	80.00
15457	11/03/2017	TESEI PETROLEUM, INC.	FUEL	364.24
15458	11/03/2017	UNION PACIFIC RAILROAD	COST INCURRED FOR PLAN REVIEW & INSPECTION	180.00
15459	11/03/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 11/03/17 PAYROLL	26,075.53
15460	11/03/2017	VASQUEZ, RYAN	PER DIEM CNOA TRAINING CONFERENCE	288.00
15461	11/03/2017	VERIZON WIRELESS	CITY CELL PHONE CHARGES SEP 11 - OCT 10	5,310.92
15462	11/03/2017	WATCHGUARD VIDEO	CHARGING BASE & CABLE	186.19
15463	11/03/2017	WATERTALENT, LLC	Temporary Staff for WWTP Operator	3,040.00
15464	11/03/2017	WEST VALLEY CONSTRUCTION CO. INC.	WATER METER INSTALLATION IMPROVEMENT	39,206.50
15465	11/03/2017	WILLDAN FINANCIAL SERVICES	CFD FEES FOR OCTOBER 2017	807.99
			Bank # 1 - Union Bank General Account Total	1,226,096.96



# REPORT TO CITY COUNCIL

MEETING DATE: November 15, 2017

AGENDA ITEM NUMBER: B-3

Approved By:

  
 PUBLIC WORKS DIRECTOR

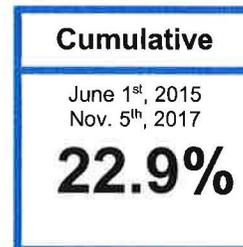
  
 CITY ADMINISTRATOR

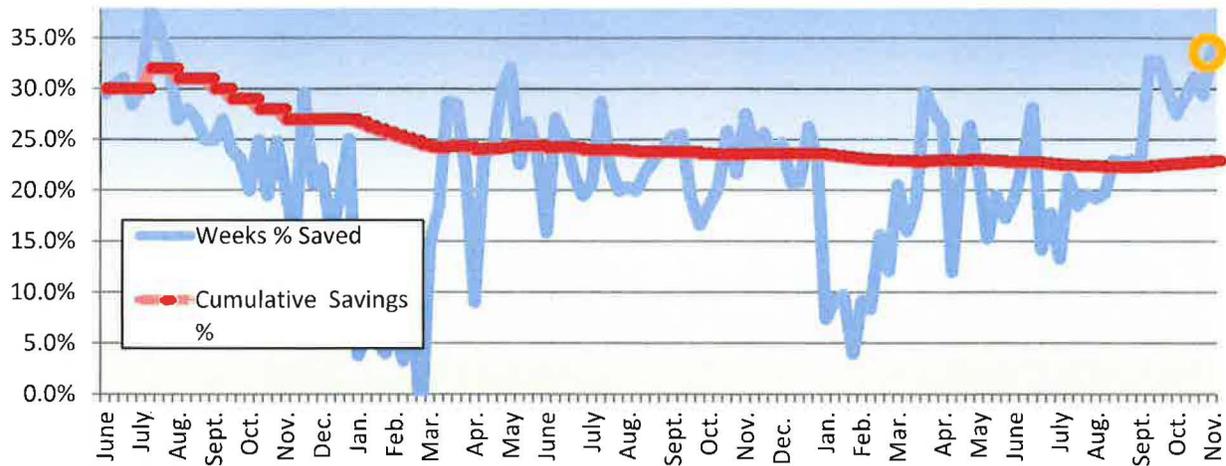
**SUBJECT:** Bi-Weekly Water Conservation Report for October 23rd through November 5th

**RECOMMENDATION:** Staff recommends that the Council review the attached bi-weekly report of water conservation activities and progress in reducing residential water consumption.

**BACKGROUND:** This report addresses the four different areas of focus: Water Conservation & Education, Water Patrol activity, Water Meter maintenance activities and information on the overall capacity of the water wells, the amount of production, and reserve production capacity.

**WATER CONSERVATION:** As illustrated below, the City’s water conservation rate increased from 30% last bi-weekly report to 31% this reporting period. The monthly conservation rate for October is up from 22% in 2016 to 29% in 2017. Below is the most current water conservation data.





As part of our local outreach and education, the Water Conservation Unit participated with an information booth at the Pomegranate Festival held at the Madera Fairgrounds on Saturday, November 4<sup>th</sup>.

**Conservation Outreach**  
Pomegranate Festival – (600 approx.)

**WATER PATROL:** The water patrol staff made a total of 143 individual public contacts. Below is the most current enforcement data.

ENFORCEMENT			
<b>Individual Contacts</b>	<b>143</b>	<b>1<sup>st</sup> offenses (\$75)</b>	<b>20</b>
<b>Verbal Warnings</b>	<b>3</b>	<b>2<sup>nd</sup> offenses (\$200)</b>	<b>3</b>
<b>Correction Notices</b>	<b>30</b>	<b>3<sup>rd</sup> or more offense (\$500)</b>	<b>1</b>

The setup of the new MUNIS financial system module for water citation entry has been completed. This system enables patrol staff to enter citation information electronically on tablets from the field then process the citations and notices and schedule follow-up inspections as needed. Part of the Staff is now testing the system and will continue training remaining staff on the system.

**WATER METERS:** During this bi-weekly period, the water meter staff completed the process of performing service interruptions and restorations due to payment delinquencies.

In addition, the water meter staff performed various repairs at 21 properties of meters that had stopped reporting usage. Staff also programed new meters to the automatic read system at 5 properties.

The customer concern investigations resulted in discovery of leaks at 7 properties and notifications of large usage due to irrigation issues at 3 properties.

**SYSTEM CAPACITY:** Attached is a table and chart which shows the daily quantity of water pumped and performance of the City's system of water wells and its ability to provide fire flow. The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity. It appears that the cooler weather is continuing a decreasing trend for lower consumption/pumping.

**FINANCIAL IMPACT:** The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage: ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.

CITY OF MADERA  
DEPARTMENT OF PUBLIC WORKS  
WATER DIVISION

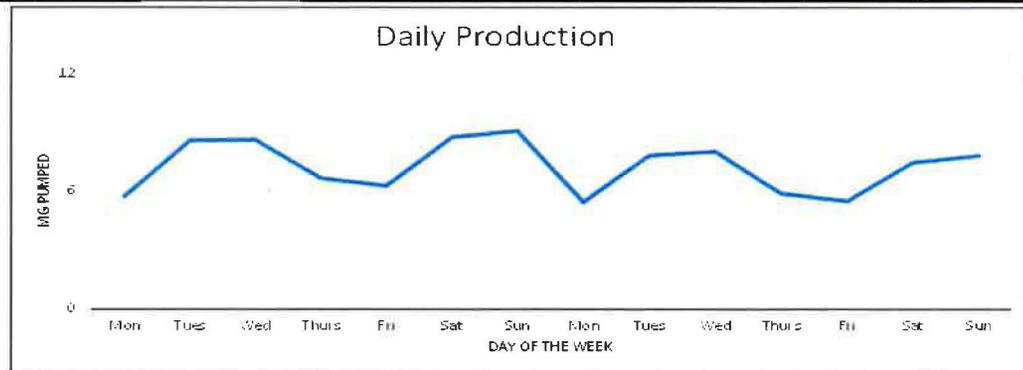
STATUS REPORT OCTOBER 23rd NOVEMBER 5th, 2017  
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
10/23/2017	Mon	79	5.738	12am-1am	45	780,000	16	5	11	4241	Yes	Yes	Yes	Yes
10/24/2017	Tues	85	8.622	9pm-10pm	44	780,000	16	10	6	3650	Yes	Yes	Yes	Yes
10/25/2017	Wed	87	8.665	8pm-9pm	44	780,000	16	11	5	5200	Yes	Yes	Yes	Yes
10/26/2017	Thurs	87	6.676	10pm-11pm	45	780,000	16	8	8	9208	Yes	Yes	Yes	Yes
10/27/2017	Fri	87	6.283	10pm-11pm	45	780,000	16	6	10	10650	Yes	Yes	Yes	Yes
10/28/2017	Sat	86	8.786	10pm-11pm	44	780,000	16	9	7	5483	Yes	Yes	Yes	Yes
10/29/2017	Sun	82	9.109	10pm-11pm	44	780,000	16	8	8	7033	Yes	Yes	Yes	Yes
10/30/2017	Mon	75	5.447	12am-1am	45	780,000	16	7	9	8539	Yes	Yes	Yes	Yes
10/31/2017	Tues	67	7.861	8pm-9pm	45	780,000	16	10	6	3650	Yes	Yes	Yes	Yes
11/1/2017	Wed	70	8.073	9pm-10pm	44	780,000	16	9	7	5200	Yes	Yes	Yes	Yes
11/2/2017	Thurs	63	5.89	9pm-10pm	45	780,000	15	7	8	10458	Yes	Yes	Yes	Yes
11/3/2017	Fri	70	5.499	8pm-9pm	46	780,000	15	5	10	10458	Yes	Yes	Yes	Yes
11/4/2017	Sat	68	7.514	7pm-8pm	44	780,000	15	8	7	5200	Yes	Yes	Yes	Yes
11/5/2017	Sun	61	7.855	8pm-9pm	43	780,000	15	8	7	4800	Yes	Yes	Yes	Yes

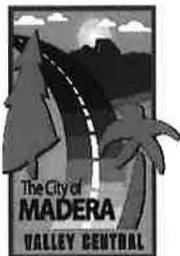
\* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

\*\* Elevated tank has a 1,000,000 gallon maximum capacity.

- 19/18 **Total Wells**  
1 **Wells Not Available**  
#16 Being Retrofitted for Submersible Pump to Gain 500 gpm  
#20 Bacteriological cleared 10/21/17  
#26 Pulled as of 11/2/2017  
#27 Redevelopment in process
- 16/15 **Number of Wells Available**



Well Status 10.23-11.5MW



## REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER B-4

APPROVED BY

  
 GRANTS ADMINISTRATOR

  
 CITY ADMINISTRATOR

**SUBJECT:** Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Agreement for Monalisa J. Mata for a Neighborhood Stabilization Program 1 First Time Home Buyer Loan and Authorizing the City Administrator to Sign the Subordination Agreement on Behalf of the City of Madera

**RECOMMENDATION:** Staff recommends Council approve the Resolution to subordinate the first-time homebuyer loan for Monalisa J. Mata.

### DISCUSSION:

Ms. Mata received first time homebuyer assistance consisting of a Neighborhood Stabilization Program 1 (NSP1) loan for \$75,000. She signed loan documents as follows:

NSP1	DATE
Deed of Trust and Promissory Note	April 28, 2010

Ms. Mata is refinancing her existing first mortgage. According to our Loan Servicing Policies and Procedures, subordinations with no cash out are permitted. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. In addition, there are no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance is allowed to reduce the housing cost of the borrower by providing them with a lower interest rate. Finally, the Principal, Interest, Taxes and Insurance (PITI) shall be included in the monthly mortgage payment. The chart below provides details about the existing and proposed first loan.

Loan Terms	Loan Length	Interest	Principal, Interest, Taxes, Insurance and Mortgage Insurance, if any	Principal	Interest Paid Over Life of Loan
Original	23 years remaining	6.125%	\$774.10	\$98,250.00	\$116,661.85
Proposed	23 years	4.375%	\$645.39	\$83,300.00	\$66,425.66

The proposed refinance meets all the requirements of the City of Madera Loan Servicing Policies and Procedures. It reduces the borrower's interest rate, includes PITI in the monthly mortgage payment, and

it lowers her housing costs and the amount of interest paid over the life of the loan. As a result, Staff urges Council to approve the attached Subordination Agreement for Ms. Mata.

**FINANCIAL IMPACT:**

The proposed subordination does not impact the General Fund because this is a grant-funded activity.

**VISION MADERA 2025 ACTION PLAN CONSISTENCY:**

**Strategy 101.10:** Ensure adequate supply of affordable housing by promoting programs to assist in home ownership.

**RESOLUTION NO. 17-**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT FOR  
MONALISA J. MATA FOR A NEIGHBORHOOD STABILIZATION PROGRAM 1  
FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE CITY  
ADMINISTRATOR TO SIGN THE SUBORDINATION  
AGREEMENT ON BEHALF OF THE CITY OF MADERA**

**WHEREAS**, the borrower received a NEIGHBORHOOD STABILIZATION PROGRAM 1 First Time Home Buyer loan for \$75,000 and signed documents as follows; and

<b>NEIGHBORHOOD STABILIZATION PROGRAM 1</b>	<b>DATE</b>
Deed of Trust and Promissory Note	April 28, 2010

**WHEREAS**, the borrower wishes to refinance the existing first loan associated with the property and a Subordination Agreement is recommended based on findings as follows:

1. The proposed refinance is consistent with the requirements for allowing subordinations under the City of Madera Loan Servicing Policies and Procedures. The refinance reduces the borrower's interest rate, includes PITI in the monthly mortgage payment, and it lowers the housing costs and the amount of interest paid over the life of the loan.

**NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, HEREBY FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct.
2. The Subordination Agreement, a copy of which is on file in the office of the City Clerk and referred for particulars is hereby approved.
3. The City Administrator is authorized to execute the Subordination Agreement on behalf of the City of Madera.
4. The City Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Grant Administrator.
5. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

RECORDING REQUESTED BY  
Monalisa Mata

When Recorded Mail to:

City of Madera  
205 West 4th Street  
Madera, CA 93637  
Attn: City Clerk's Office

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT, made this 15th day of November, 2017, by Monalisa Mata, owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and the City of Madera present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

WHEREAS, Owner(s) have executed a deed of trust, dated April 28, 2010, to the City of Madera, a Municipal corporation, as trustee, covering:

**SEE ATTACHED LEGAL DESCRIPTION  
EXHIBIT A**

WHEREAS, the Subordinate Deed of Trust was security for a promissory note in the amount of \$75,000.00 dated April 28, 2010, and in favor of Beneficiary, which deed of trust was recorded on April 28, 2010, as Instrument No. 2010013201 Official Records of said county ("Subordinate Deed of Trust"); and

WHEREAS, Owner desires to obtain a loan, hereafter referred to as the "Refinancing Loan" in an amount not to exceed \$83,300.00 and is about to execute a deed of trust and note in a sum not to exceed \$83,300.00, in favor of Ditech Financial LLC., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described herein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, Lender is willing to make the Refinancing Loan provided the deed of trust securing it (the Superior Deed of Trust) is a lien or charge on the Real Property prior and superior to the lien or charge of the Subordinate Deed of Trust, and provided further that Beneficiary specifically and unconditionally subordinates the lien or charge of the Subordinate Deed of Trust to the Superior Deed of Trust; and

WHEREAS, it is mutually beneficial to Beneficiary and Owners that Lender make the Refinancing Loan to Owners and Beneficiary is willing to subordinate the lien to the Subordinate Deed of Trust, insofar as it encumbers the Real Property, to the Superior Deed of Trust in order that Owners may obtain the Refinancing Loan from Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. The terms concerning the Refinancing Loan to which the Subordinate Deed of Trust shall be subordinated shall be as follows:

a. The total amount of the Refinancing Loan shall not exceed \$83,300.00.

b. No portion of the Refinancing Loan shall be used for anything other than to satisfy the existing first deed of trust used to purchase the Property and pay costs connected with obtaining the Refinancing Loan on the Property.

c. The Refinancing Loan bears interest, exclusive of late charges, penalties, or fees payable in case of default, at a fixed rate not to exceed 4.375 % per annum.

d. The Refinancing Loan is payable in equal monthly installments of principal and interest over a period of Two Hundred and Seventy Six months from the date of the Superior Deed of Trust with the total unpaid balance all due and payable at the end of that period.

2. Beneficiary hereby subordinates the Subordinate Deed of Trust to the Superior Deed of Trust, which shall be recorded concurrently with this instrument in the Office of the County Recorder of Madera County, California. Beneficiary further declares that the lien of the Superior Deed of Trust shall be and is in all respects prior and superior to the lien of the Subordinate Deed of Trust and that the Superior Deed of Trust and any renewals or extensions of the Superior Deed of Trust and the note secured by it shall be and remain at all times a lien or charge on the Real property, prior and superior to the lien or charge of the Subordinate Deed of Trust.

3. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Subordinate Deed of Trust in favor of the lien or charge of the Superior Deed of Trust, and that it understands that in reliance on and in

consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and that specific monetary and other obligations are being and will be entered into by third parties, that would not be made or entered into but for the reliance on the waiver, relinquishment, and subordination. Beneficiary further acknowledges that an endorsement has been placed on the note secured by the Subordinate Deed of Trust and that the Subordinate Deed of Trust has by this instrument been subordinated to the lien or charge of the Superior Deed of Trust.

4. This Agreement contains the whole agreement between the parties relating to the deed of trust loans, and the priority of those loans. There are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations, if any, are merged into this agreement.

5. This Subordination Agreement shall inure to the benefit of Lender, its legal representatives, successors, and assigns, and shall be binding on Beneficiary and Owners, their respective heirs, legal representatives, successors, and assigns.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

City of Madera, Beneficiary

---

David R. Tooley, City Administrator

**ATTACH NOTARY  
ACKNOWLEDGMENT**

Owner(s)



Monalisa Mata

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE §1189**

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.

State of California )

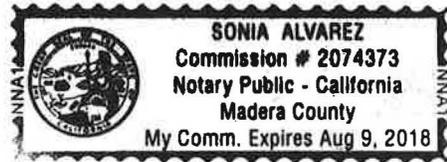
County of Madera )

On 11/08/17 before me, Sonia Alvarez, Notary Public, personally appeared **Monalisa Mata**, 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 Sonia Alvarez (Seal)



---

DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)

Title or Type of Document: Subordination Agreement APN 012-420-059-000

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name:

Signer's Name:

Title:

Title:

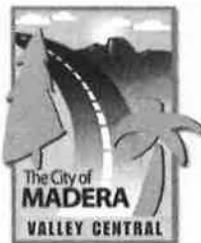
LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MADERA, CITY OF MADERA, AND IS DESCRIBED AS FOLLOWS:

LOT 59, OF SUBDIVISION 03-A-08, CHATEAU AT THE VINEYARDS-PHASE 1, ACCORDING TO THE MAP THEROF RECORDED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ON DECEMBER 22, 2003 IN BOOK 52, PAGES 50 TO 54, MADERA COUNTY RECORDS.

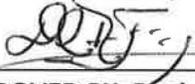
APN: 012-420-059-000



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 15, 2017  
AGENDA ITEM NUMBER B-5

  
\_\_\_\_\_  
**REPORT BY: Mary Anne Seay,**  
Parks & Community Services Director

  
\_\_\_\_\_  
**APPROVED BY: David Tooley,**  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT #1 TO THE FY 2017-18 SITE MANAGEMENT CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT ON BEHALF OF THE CITY**

**AND**

**CONSIDERATION OF A RESOLUTION AMENDING THE FY 2017-18 GENERAL FUND/ORG 10206218 - SENIOR CITIZEN COMMUNITY SERVICE PROGRAM BUDGET TO RECOGNIZE \$28,000 IN ADDITIONAL REVENUE**

**RECOMMENDATION:**

Staff recommends Council:

- 1) Adopt the Resolution approving Amendment #1 to the FY 2017-18 Site Management Contract between the City and the Fresno Madera Area Agency on Aging (FMAAA).
- 2) Authorize the Mayor to execute the Amendment to the Contract on behalf of the City.
- 3) Adopt the Resolution authorizing the Budget Amendment to recognize the additional \$28,000.00 in revenue in the FY 2017-18 General Fund/Org 10206218 – Senior Citizen Community Service Program Budget.

## **SUMMARY AND DISCUSSION:**

The Parks and Community Services Department receives annual funding from the FMAAA to provide Congregate Nutrition Site Management (Site Management) services at the Frank Bergon Senior Center and the Pan-Am Community Center. Congregate Nutrition at City sites is the provision of nutritious meals to qualifying seniors. Site Management as defined by FMAAA is:

1. Oversight and responsibility for the day-to-day operations of a Congregate Nutrition Program meal site with respect to meals.
2. Oversight of and responsibility for Congregate Nutrition Program staff and volunteers, including provision of required program training.
3. Collection of required Congregate Nutrition Program data from program participants.
4. Keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations.
5. Ensuring the Congregate Nutrition Program meal site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

At the August 16, 2017 Regular Meeting of the Madera City Council, Council approved an Agreement with FMAAA to compensate the City \$28,000 for Site Management services for Fiscal Year 2017-18.

On occasion, FMAAA receives additional allocations from the federal program that provides its support after the contracts with service providers have been executed. These allocations can be passed on to the providers. The City has received notice that an additional allocation of \$28,000 is available to support Site Management activities in Madera for the remainder of FY 2017-18.

The FMAAA has provided a Contract Amendment (attached) that memorializes the addition of the \$28,000 to the \$28,000 operations money already committed by the agency for this Fiscal Year. In addition to Council's acceptance of the funding allocation, a Budget Amendment is needed in order to recognize the revenue within the appropriate accounts of the FY 2017-18 Working Budget.

## **FINANCIAL IMPACT:**

The \$28,000 allocation provides General Fund relief by offsetting salary and benefit support already approved by Council in the FY 2017-18 Budget.

## **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions are consistent with the following Vision Strategies:

Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

**Strategy 404 - Promote increased community wellness.**

**Strategy 407 - Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT #1 TO THE FY 2017-18 SITE MANAGEMENT CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT ON BEHALF OF THE CITY**

**WHEREAS**, the City of Madera provides Congregate Nutrition services to older adult citizens at Frank Bergon Senior Center and the Pan-Am Community Center; and

**WHEREAS**, the Fresno Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act Site Management funding to support this activity; and

**WHEREAS**, the City Council has previously approved a Contract with FMAAA for provision of Site Management services for Fiscal Year 2017-18; and

**WHEREAS**, FMAAA now proposes to amend the Contract to include additional funding; and

**WHEREAS**, Amendment #1 to the FY 2017-18 Site Management Contract is in the best interests of the City, FMAAA and the client population.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA** does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The proposed Amendment #1 to the FY 2017-18 Site Management Contract with the Fresno Madera Area Agency on Aging which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AMENDING THE FY 2017-18 GENERAL FUND/ORG  
10206218 - SENIOR CITIZEN COMMUNITY SERVICE PROGRAM  
BUDGET TO RECOGNIZE \$28,000 IN ADDITIONAL REVENUE**

**WHEREAS**, the City of Madera provides Congregate Nutrition services to older adult citizens at the Frank Bergon Senior Center and the Pan-Am Community Center; and

**WHEREAS**, the Fresno Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act Site Management funding to support this activity; and

**WHEREAS**, the City Council has previously approved a Contract with FMAAA for provision of Site Management services for Fiscal Year 2017-18; and

**WHEREAS**, FMAAA now proposes to amend the Contract to include \$28,000 of additional funding; and

**WHEREAS**, the FY 2017-18 General Fund/Org 10206218 – Senior Citizen Community Service Budget needs to be amended in order to recognize the additional revenue.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA** does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The amendments to the FY 2017-18 Budget Accounts as shown in Exhibit AA attached hereto are hereby approved.
3. The Director of Finance is directed to make the amendments to the appropriate FY 2017-18 Budget accounts as per Exhibit AA attached.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

**Amendment #1 to Agreement with FMAAA for Site Management**

<u>FUND</u>	<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>DESCRIPTION</u>	<u>(+)</u>	<u>(-)</u>
<b><u>SENIOR CITIZEN COMMUNITY SERVICE</u></b>					
	10206218	4463	F.M.A.A.A. Site Management		28,000.00
				<u>-</u>	<u>28,000.00</u>

Note:

**AMENDMENT 1 TO CONTRACT BETWEEN**  
**CITY OF MADERA**  
**AS SERVICE PROVIDER**  
**AND**  
**FRESNO-MADERA AREA AGENCY ON AGING**  
**(HEREINAFTER REFERRED TO AS AGENCY ON AGING)**  
**3837 NORTH CLARK STREET**  
**FRESNO, CA 93726**

A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Madera**  
**701 East 5th Street**  
**Madera, CA 93638**

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2017 to June 30, 2018, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2017 through September 30, 2017 period may be incurred after September 30, 2017. No expenditure or obligation for the funding allocation for the October 1, 2017 through June 30, 2018 period may be incurred after June 30, 2018.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

<b>Approved by Fresno-Madera Area Agency on Aging Governing Board on October 19, 2017</b>			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Site Management (Two Sites)	18-0147	July 2017 - September 2017	\$7,000
		October 2017 - June 2018	\$21,000
	<b>18-0147 Amendment 1</b>	<b>October 2017 - June 2018 One-Time Baseline Increase</b>	<b>\$28,000</b>
<b>Total Fiscal Year 2017-2018 Grant Award:</b>			<b>\$56,000</b>

E. This document, together with any attached program exhibits, assurances, budgets, and narratives contained in the original contract, and any budgets and program exhibits attached to this amendment, is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) contained in the original contract, plus all enclosures listed, herein, constitute a part of this contract.

**FOR SERVICE PROVIDER:**

---

*Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.*

Date

---

Mary Anne Seay  
Type Name

Director, Parks and Community Services Department

Title

---

Signature of Authorized Contracting Official  
(Refer to Appendix A)

Date

---

Andrew J. Medellin  
Type Name

Mayor  
Title

---

94-6000365

Contractor Federal Employer I.D. Number

**FOR FRESNO-MADERA AREA AGENCY ON AGING:**

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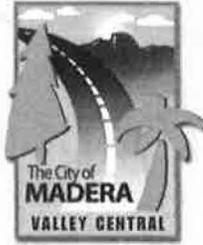
Signature

Date

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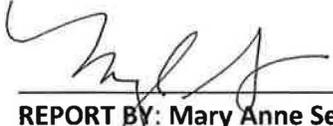
Jean Robinson  
Type Name

Executive Director  
Title



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 15, 2017  
AGENDA ITEM NUMBER B-6

  
\_\_\_\_\_  
**REPORT BY: Mary Anne Seay,**  
Parks & Community Services Director

  
\_\_\_\_\_  
**APPROVED BY: David Tooley,**  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT #1 TO THE FY 2017-18 ADULT DAY CARE (ADC) CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT ON BEHALF OF THE CITY**

**RECOMMENDATION:**

Staff recommends Council adopt the resolution approving Amendment #1 to the FY 2017-18 Adult Day Care (ADC) Contract between the City and the Fresno Madera Area Agency on Aging (FMAAA). Staff further recommends Council authorize the Mayor to execute the Amendment to the Contract on behalf of the City.

**SUMMARY:**

During the City Council's Budget Workshop in June of 2017, Parks and Community Services (PCS) Staff described potential budget cuts which included the elimination of the ADC Program. At the September 20, 2017 Regular Meeting, Council directed staff to take steps necessary to discontinue the City supported ADC program effective December 31, 2017. FMAAA, the major partnering agency for the program, was notified of the City's intent to discontinue the program subsequent to the September 20 meeting. FMAAA has requested the City execute Amendment #1 to the FY 2017-18 Adult Day Care Contract which memorializes the terms for ending FMAAA's participation in the program.

## **DISCUSSION:**

The City of Madera has operated a variety of senior programs over the last 39 years. The PCS Department oversees services for senior residents in the City that include the ADC Program. During preparation of the FY 2017-18 Budget, City staff were directed to consider cost saving measures that could be implemented in order to reduce a projected \$911,000 General Fund deficit. The ADC program was one of several programs identified that could achieve General Fund cost savings should the services be discontinued.

At the September 20, 2017 Regular Meeting of the City Council, direction was given to staff to take steps necessary to discontinue the ADC program effective December 31, 2017. In addition to City General Fund contributions, revenue for the ADC program is collected from client donations, fundraising efforts, and partner agency grants of which the FMAAA is the primary contributor. The terms of the ADC grant from FMAAA are delineated in an annual contract and this contract needs to be amended in order to officially terminate FMAAA's participation. The specific actions provided for in the contract amendment include the following:

- 1) Modify the term of the contract from July 1, 2017 through June 30, 2018 to July 1, 2017 through December 31, 2017.
- 2) Reduce the payment to the City in proportion to the time reduction above (from \$33,368 to \$16,684).

## **FINANCIAL IMPACT:**

The recommended actions will reduce FY 2017-18 General Fund Revenue by \$16,684. However, elimination of the ADC program is projected to save the General Fund approximately \$35,000 in the remainder of FY 2017-18 and approximately \$70,000 in FY 2018-19.

## **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended action is not necessarily consistent with a Vision Plan that calls for increased programming for a variety of user groups. That said, particularly under the current conditions, sound fiscal planning is a critical element of the City team's work effort.

**RESOLUTION NO. 17 - \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING AMENDMENT #1 TO THE FY 2017-18  
ADULT DAY CARE (ADC) CONTRACT BETWEEN THE CITY AND THE  
FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE  
CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at the Adult Day Care Center; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has prepared a Contract which provides funding for the City's Adult Day Care Program; and

WHEREAS, the City Council has directed staff to discontinue the Adult Day Care Program after December 31, 2017; and

WHEREAS, the FMAAA has prepared Amendment #1 to the Adult Day Care Contract which memorializes the City's and FMAAA's responsibilities for termination of the Contract.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. Amendment #1 with the FMAAA for Adult Day Care, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**AMENDMENT 1  
TO CONTRACT BETWEEN  
CITY OF MADERA  
AS SERVICE PROVIDER  
AND  
FRESNO-MADERA AREA AGENCY ON AGING  
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)  
3837 NORTH CLARK STREET  
FRESNO, CA 93726**

A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Madera  
701 East 5th Street  
Madera, CA 93638**

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. **The term of this Agreement is from July 1, 2017 to December 31, 2017**, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2017 through September 30, 2017 period may be incurred after September 30, 2017. **No expenditure or obligation for the funding allocation for the October 1, 2017 through December 31, 2017 period may be incurred after December 31, 2017.**

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program::**

<b>Approved by Fresno-Madera Area Agency on Aging Governing Board on October 19, 2017</b>			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Adult Day Care	18-0143	July 2017 - September 2017	\$8,342
		<b>October 2017 – December 2017</b>	<b>\$8,342</b>
<b>Total Fiscal Year 2017-2018 Grant Award:</b>			<b>\$16,684</b>

E. This document, together with any attached program exhibits, assurances, budgets, and narratives contained in the original contract, and any budgets and program exhibits attached to this amendment, is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) contained in the original contract, plus all enclosures listed, herein, constitute a part of this contract.

**FOR SERVICE PROVIDER:**

---

Signature of Program Director  
*(Refer to Exhibit E, Item 2)*

Date

---

Mary Anne Seay

Director, Parks and Community Services Department

Type Name

Title

---

Signature of Authorized Contracting Official  
*(Refer to Appendix A)*

Date

---

Andrew J. Medellin

Mayor

Type Name

Title

---

94-6000365

Contractor Federal Employer I.D. Number

**FOR FRESNO-MADERA AREA AGENCY ON AGING:**

---

Signature

Date

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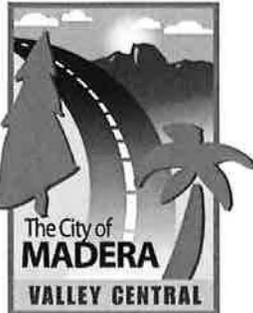
Jean Robinson

Executive Director

Type Name

Title

**REPORT TO CITY COUNCIL**



Council Meeting of November 15, 2017

Agenda Item Number B-7

**Approved by:**

  
Department Director

  
City Administrator

**Consideration of a Resolution Approving a Labor Management Workers' Compensation Alternative Dispute Resolution Agreement Between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Administrator to Execute the Agreement**

**RECOMMENDATION**

It is recommended Council approve the Labor Management Workers' Compensation Alternative Dispute Resolution (ADR) Agreement between the City of Madera (City) and the Law Enforcement Mid Management Group (LEMM) and authorize the City Administrator to execute the agreement.

**HISTORY**

Under the California Labor Code, employers and recognized bargaining units may negotiate and enter into agreements to create an alternative dispute resolution process for workers' compensation matters. Dispute resolution processes contained in the negotiated agreement supersede the California workers' compensation system processes for employees covered by the agreement. The City has an existing ADR agreement with the Madera Police Officers' Association (MPOA) that was implemented in 2015.

**SITUATION**

City staff approached LEMM with the idea of negotiating a Workers' Compensation ADR Agreement similar to the existing MPOA agreement. Both the City and members of the LEMM bargaining unit were familiar with the existing workers' compensation system provided by the State of California and believed an agreement that would be beneficial to all parties could be negotiated. As required by the statute, LEMM petitioned the State for permission to negotiate a Workers' Compensation ADR Agreement and that permission was granted.

The ADR with MPOA that was negotiated in 2015 included participation from the City's third party workers' compensation claims administrator, an attorney that usually represents employers in workers' compensation matters, and an attorney that usually represents employees in workers' compensation matters. The proposed agreement with LEMM models the MPOA program and includes the following provisions:

- All workers' compensation claims filed by LEMM members after the ADR Agreement is approved will be covered by the agreement.
- Any claims filed by LEMM members prior to the approval of the ADR agreement may petition to be included under the ADR agreement.
- A Joint Labor Management Committee (JLMC) will be created consisting of members of City staff and LEMM to administer the program and review claims data to ensure that continuance of the program is in the best interests of the parties.
- A list of preferred specialists for referral will be approved and maintained by the JLMC. Additionally, the City's third party administrator will be given approving authority for any specialists not on the list approved by the JLMC.
- A list of Independent Medical Examiners (IME's) will be approved and maintained by the JLMC. The IME's will be utilized for resolution of medical disputes such as causation, permanent disability, apportionment and permanent work restrictions. The IME's have entered into agreements with the risk management authority to provide for expedited appointments and expedited reporting timelines over the existing State processes.
- A list of qualified mediators will be approved and maintained by the JLMC. The mediators will have the authority to approve settlement agreements. Mediation will be available to both legally represented and non-represented employees.
- A list of nurse case managers will be approved and maintained by the JLMC to assist in facilitating medical treatment.

To determine the effectiveness of the program, the JLMC will annually review comparative data between pre and post ADR Agreement implementation claims, to include:

- Total number of claims reported by LEMM members per fiscal year
- Whether a Qualified Medical Examiner (QME)/Agreed Medical Examiner (AME) was utilized (pre implementation claims)
  - Reason for the medical dispute
  - Timeline from QME/AME panel request to appointment date
  - Timeline from appointment date to report received date
  - Report completeness/was a supplement required
  - Permanent disability percentage by type of injury
- Whether an Independent Medical Examiner (IME) was utilized (post implementation claims)

- Reason for the medical dispute
- Timeline from dispute identification to appointment date
- Timeline from appointment date to report received date
- Report completeness/was a supplement required
- Permanent disability percentage by type of injury
- Percent of claims litigated pre/post implementation
- Length of time to Permanent & Stationary/Maximum Medical Improvement date from injury date (pre/post implementation)
- Length of time to final settlement approval from injury date (pre/post implementation)
- Delayed claims (pre/post implementation)
  - Reason for the delay
  - Length of time accept/deny decision date from injury date
  - Claim resolution

The proposed Labor Management Workers' Compensation ADR Agreement is on file with the office of the City Clerk and referred to for further particulars. If approved by the City Council, the agreement will be sent to the State as well as the City's excess workers' compensation carrier, CSAC-EIA, for approval.

### **FISCAL IMPACT**

The intent of the Labor Management Workers' Compensation ADR Agreement is to improve and expedite existing processes in the State workers' compensation system to the extent feasible under the Labor Code. The proposed program is expected to reduce the City's exposure to temporary disability payments, Labor Code 4850 salary replacement benefits, time spent in light/modified duty assignments and legal costs.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Labor relations between the City and its respective bargaining units are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING A LABOR MANAGEMENT WORKERS' COMPENSATION  
ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BETWEEN THE  
CITY OF MADERA AND THE LAW ENFORCEMENT MID MANAGEMENT GROUP  
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera (City) and the Law Enforcement Mid Management Group (LEMM) desire to enter into an agreement that provides an alternative dispute resolution process for workers' compensation claims pursuant to Labor Code §3201.7(a)(3)(c); and

WHEREAS, City and LEMM have met and conferred in good faith and negotiated an agreement that provides active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code with an expedited procedure to resolve disputes in accordance with the provisions of the agreement and to facilitate those employees' prompt recovery and return to work; and

WHEREAS, a Labor Management Workers' Compensation Alternative Dispute Resolution Agreement has been prepared, and such Agreement is acceptable to both parties.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Labor Management Workers' Compensation Alternative Dispute Resolution Agreement between the City of Madera and the Law Enforcement Mid Management Group, on file with the Office of the City Clerk and referred to for further particulars, is approved.
3. The City Administrator is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE  
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF MADERA  
AND THE LAW ENFORCEMENT MID MANAGEMENT GROUP**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Madera (City) and the Law Enforcement Mid Management Group (LEMM). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article 3 of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and LEMM negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to LEMM by the City Administrator and two (2) LEMM representatives to be determined and designated in writing to the City by the LEMM President.

The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers & specialty referrals, the exclusive list of Independent Medical Examiners, the list of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms

and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

### **Article 1: Purpose**

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code (“Workers’ Compensation Law”) with an expedited procedure to resolve disputes in accordance with the provisions of this Agreement and to facilitate those employees’ prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers’ compensation;
- 1.3 To provide workers’ compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;
- 1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers’ compensation; and
- 1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.
- 1.6 These purposes will be achieved by:
  - 1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

- 1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and
- 1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

**Article 2: Term of Agreement**

The City and LEMM enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties; approved as applicable by the City's self-insurance pool and/or excess carriers; submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d); and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time (1) for good cause, (2) by mutual agreement or (3) by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other

party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

### **Article 3: Scope of Agreement**

- 3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement. Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie solely with the City. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five year statute of limitations or Labor Code Section §5804.
- 3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.
- 3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment & specialty providers to be used for initial evaluation

and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered Individuals, 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

- 3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

**Article 4. Initial Injury/Illness Treatment**

- 4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility or other initial treatment facilities identified on the approved list referenced in 4.2 unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d)(1).
- 4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.
- 4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology,

psychology, chiropractic care, acupuncture, physical therapy and functional capacity. If the primary treating physician requests referral to a specialist and the request is approved, the City's TPA will provide the approved list of specialists to the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

- 4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

#### **Article 5. Expedited Medical-Legal Process**

- 5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.
- 5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim.

Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d)(1).

- 5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty. The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.
- 5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.
- 5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work ( including modified duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b). The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize

the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

- 5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Section 5.5 or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented. Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.
- 5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.
- 5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.
- 5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to

the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is

unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

- 5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.
- 5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e)(2), unless transportation is provided by the City.
- 5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

- 5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.
- 5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.
- 5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.
- 5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.
- 5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's

TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

- 5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.
- 5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.
- 5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

#### **Article 6. Mediation**

- 6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other

party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual

and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with Section 6.7 to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues

will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

- 6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.
- 6.8 All costs associated with the mediation shall be paid by the City.
- 6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.
- 6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.
- 6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.
- 6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue. Mediation briefs should be submitted to the mediator no later than

ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator. No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

- 6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation. Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case
- 6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.
- 6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

## **Article 7: Nurse Case Management**

- 7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.
- 7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.
- 7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.
- 7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse

case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

- 7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.
- 7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.
- 7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

**Article 8: Discovery**

- 8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.
- 8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the

Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

**Article 9: General Provisions**

- 9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.
- 9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.
- 9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by LEMM and the City Council of the City of Madera.
- 9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.
- 9.5 This Agreement may be executed in counterparts.
- 9.6 Notice required under this Agreement shall be provided to the parties as follows:

City: Director of Human Resources  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

LEMM: LEMM President  
City of Madera Police Department  
330 South C Street  
Madera, CA 93638

**Signatures**

REPRESENTATIVES OF THE LAW ENFORCEMENT MID MANAGEMENT GROUP

  
\_\_\_\_\_  
Dino Lawson, LEMM President

10-31-17  
Date

  
\_\_\_\_\_  
Dan Foss, LEMM Vice President

10-31-17  
Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

\_\_\_\_\_  
David R. Tooley, City Administrator

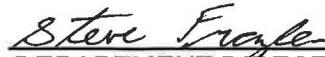
\_\_\_\_\_  
Date

# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER B-8

APPROVED BY

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT:** CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH ACCURINT CRIME ANALYSIS TO TRACK CRIME DATA AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY

## RECOMMENDATION

It is the recommendation of staff that Council adopt the attached contract approving an agreement with Accurint Crime Analysis for crime data collection and crime mapping.

## SUMMARY

Accurint Crime Analysis is under the umbrella of the LexisNexis Corporation, previously under the control of Bair Analytics. Accurint Crime Analysis software is designed to provide real time mapping information for crimes that occur within the city limits. Accurint Crime Analysis collects data and information from all reports filed with the Madera Police Department. This information is then able to be tracked on a map of the city and filtered by crime, time, date, location, or other identifiable qualities.

Accurint was initially utilized by the Madera Police Department on October 1, 2016 until September 30, 2017 while it was still under the control of Bair Analytics. During this time we never received an invoice, primarily due to Accurint being purchased by LexisNexis. For this reason, the price below reflects two years of total service. This price is a reduced cost of Accurint Crime Analysis and reflects us being grandfather in from when the company was still under the control of Bair Analytics. If it is decided to let the contract expire, a new contract will have a significant increase in cost.

## FISCAL IMPACT

A total cost of two years of service will be \$9,913.81. These funds will be obtained from contract services, and have already been appropriated from the general fund.

## **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 115 – Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**RESOLUTION**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY**  
**OF MADERA, CALIFORNIA, APPROVING A CONTRACT**  
**WITH ACCURINT CRIME ANALYSIS AND AUTHORIZING THE MAYOR TO**  
**EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the Accurint Crime Analysis wishes to contract with the City of Madera Police Department for criminal data collection and crime mapping for a 12 month period ending September 30, 2018; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The contract between the City of Madera and Accurint Crime Analysis, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The City's participation in the contract as of October 1, 2016, is hereby ratified.
4. The Mayor is authorized to execute the contract on behalf of the City of Madera.
5. The resolution is effective immediately.

\*\*\*\*

**SCHEDULE A**  
**Accurint Crime Analysis via Accurint for Law Enforcement**  
**ATAC Workstation**  
**(Subscription)**

Customer Name:	<u>Madera Police Department</u>
Billgroup #:	<u>ACC-1618960</u>
LN Account Manager:	<u>Sarah McLain</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Crime Analysis and ATAC Workstation services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

This Schedule A governs the use of the Accurint Crime Analysis services listed herein, but not the separate use of any Accurint for Law Enforcement services.

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning October 1, 2017 and ending September 30, 2018 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ACCURINT CRIME ANALYSIS ("ACA") FEES**

In exchange for the Accurint Crime Analysis services provided from October 1, 2016 until September 30, 2017, Customer agrees to pay to LN \$4,200.00. Beginning October 1, 2017 and continuing each 12-month period ("Year") of the Schedule A Term, Customer shall pay to LN an annual license fee of \$4,368.00 ("ACA Annual License Fee") which shall be invoiced in 12 equal monthly installments of \$364.00 per month, in exchange for access to and use of the Accurint Crime Analysis service.

**3. ATAC WORKSTATION FEES**

In addition to the fees in Section 2 herein and in exchange for the ATAC Workstation services provided from March 1, 2017 until September 30, 2017, Customer agrees to pay to LN an ATAC Workstation Upgrade Technical Support Plan ("UTSP") Fee in the amount of \$495.81. Beginning October 1, 2017 and continuing each Year thereafter, Customer shall pay to LN an annual license fee of \$850.00 ("ATAC Annual Workstation UTSP Fee") in exchange for an ATAC Workstation Upgrade & Technical Support Plan ("UTSP").

**4. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **November 30, 2017**.

**5. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

**AGREED TO AND ACCEPTED BY: Madera Police Department**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCURINT CRIME ANALYSIS and LEXISNEXIS COMMUNITY CRIME MAP Addendum**

This Addendum sets forth additional or amended terms and conditions for the use of ACCURINT CRIME ANALYSIS and/or LEXISNEXIS COMMUNITY CRIME MAP (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

**I. Government Case Data Exchange Database**

1. LN maintains the LexisNexis® Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting. (the "Customer Data Contribution").
3. LN's obligations.
  - a. LN agrees to provide PSDEX information to Customer.
  - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
  - c. LN agrees and Customer acknowledges that it will not make available to Customer the source(s) of the PSDEX reports submitted by other PSDEX customers except as required by law or a court of competent jurisdiction and except when such LN customer provides information regarding potential fraud committed by its own employees/agents.
4. Customer obligations.
  - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
  - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
  - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
  - d. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
  - e. The following named Individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on Incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer.

Name: Steve Frazier  
Title: Chief  
Address: 330 S C St.  
Madera, CA 93638  
Phone: (559) 675-4203  
Fax: (559) 675-6654  
Email: sfrazier@cityofmaderapt.org.

- f. Customer agrees that it will access information contributed to PSDEX by other customers only through LN.
- g. Customer agrees that LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any

claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

**II. General Terms**

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or Information services provided by LN.
2. **GOOGLE GEOCODER.** LN used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies.
4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.
5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by the general public and/or other PSDEX customers in accordance with the provisions of this Addendum.

**AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: **Customer ORI number (Originating Agency Identifier):** \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



[Return to Agenda](#)

## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER B-9

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING PUBLIC UTILITY EASEMENT, OFFERED BY VALLEY WEST CHRISTIAN CENTER, A NON-PROFIT RELIGIOUS CORPORATION, LOCATED AT 101 WEST ADELL STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

### RECOMMENDATION:

That the City Council approves Resolution No. 17 - \_\_\_:

1. Accepting the PUBLIC STREET EASEMENT and PUBLIC UTILITY EASEMENT offers of dedication as offered by **VALLEY WEST CHRISTIAN CENTER, A NON-PROFIT RELIGIOUS CORPORATION**
2. Authorizing the City Clerk to execute of the Certificate of Acceptance for said public utility easement deed and cause it to be recorded.

### SUMMARY:

**VALLEY WEST CHRISTIAN CENTER, A NON-PROFIT RELIGIOUS CORPORATION**, the owner of the property located at 101 West Adell Street, APN No. 003-200-004, has offered a ten foot wide street easement along Adell Street as a condition of project development. It is recommended that the City Council accept this street easement offer as it meets the dedication requirement as requested by the City. A copy of the deed is attached.

### Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

**HISTORY:**

On December 13, 2016, Conditional Use Permit 2016-30 and Site Plan Review 2016-49 were approved, allowing for the construction of a 5,250 square foot multi-purpose room at the site. The ten foot wide street easement deed dedication along Adell Street now being offered was required as a condition of this Site Plan Review.

**FISCAL IMPACT:**

Acceptance of the aforementioned PUBLIC UTILITY EASEMENT imposes no additional expense to the City or the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth.

RESOLUTION NO. 17 - \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC UTILITY EASEMENT, OFFERED BY VALLEY WEST CHRISTIAN CENTER, A NON-PROFIT RELIGIOUS CORPORATION, LOCATED AT 101 WEST ADELL STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

**WHEREAS**, property owner, **VALLEY WEST CHRISTIAN CENTER, A NON-PROFIT RELIGIOUS CORPORATION**, has offered for dedication to the City a **PUBLIC UTILITY EASEMENT** for public utility purposes; and

**WHEREAS**, the City Engineer has certified to this Council that the public utility easement as offered meet the current project's dedication requirements.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA**

**HEREBY** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Public Utility Easement, a copy of which is on file in the office of the City Clerk and referred to for particulars, is accepted.
3. The City Clerk is hereby authorized and directed to record the accompanying Public Utility Easement and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee waived per Section 27383 of the Government Code.....No Fee Due 0

APN: 003-200-004 (Portion)

PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**VALLEY WEST CHRISTIAN CENTER, a Non-profit Religious Corporation,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

**(See Exhibits "A" and "B" attached hereto and made a part hereof)**

By:   
Roger D. Leach, Senior Pastor, President, CEO

Date: 6/26/2017

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.

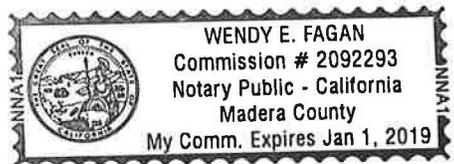
State of California)  
County of Madera)

On June 26, 2017, before me, Wendy E. Fagan Notary Public, personally appeared Roger D. Leach 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/hor/their authorized capacity(ies) and that by his/hor/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





**EXHIBIT "A"**

LEGAL DESCRIPTION  
PUBLIC UTILITY EASEMENT  
APN 003-200-004 (PORTION)

THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 123 AND 147 AND ALL OF LOTS 124 AND 146, AS SAID LOTS ARE SHOWN AND DELINEATED ON THAT CERTAIN MAP DESIGNATED AS "MAP OF MILLER & LUX SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CALIFORNIA.; RECORDED FEBRUARY 2, 1895 IN BOOK 1 OF MAPS, AT PAGES 10 AND 11, MADERA COUNTY RECORDS, AND THAT PORTION OF ABANDONED SONORA STREET LYING ADJACENT TO SAID LOTS WHICH WOULD PASS BY OPERATION OF LAW AS ORDERED ABANDONED BY A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, RECORDED SEPTEMBER 22, 1989 IN BOOK 2158, AT PAGE 60 AS DOCUMENT NO. 20257, MADERA COUNTY OFFICIAL RECORDS, LYING WITHIN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MADERA, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER (NW COR.) OF SAID LOT 146; THENCE SOUTH 89°47'42" EAST, ALONG THE NORTH LINES OF SAID LOTS 146 AND 147, A DISTANCE OF 762.44 FEET; THENCE SOUTH 00°13'00" WEST, 933.60 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF ADELL STREET (80.00 FEET IN WIDTH); THENCE NORTH 89°47'40" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 761.47 FEET TO THE SOUTHWEST CORNER OF SAID LOT 124; THENCE NORTH 00°09'24" EAST, ALONG THE WEST LINES OF SAID LOTS 124 AND 146, A DISTANCE OF 933.44 FEET TO THE POINT OF BEGINNING.

**CONTAINS APPROXIMATELY 7,615 SQUARE FEET**

PREPARED BY:



DALE H. WINN

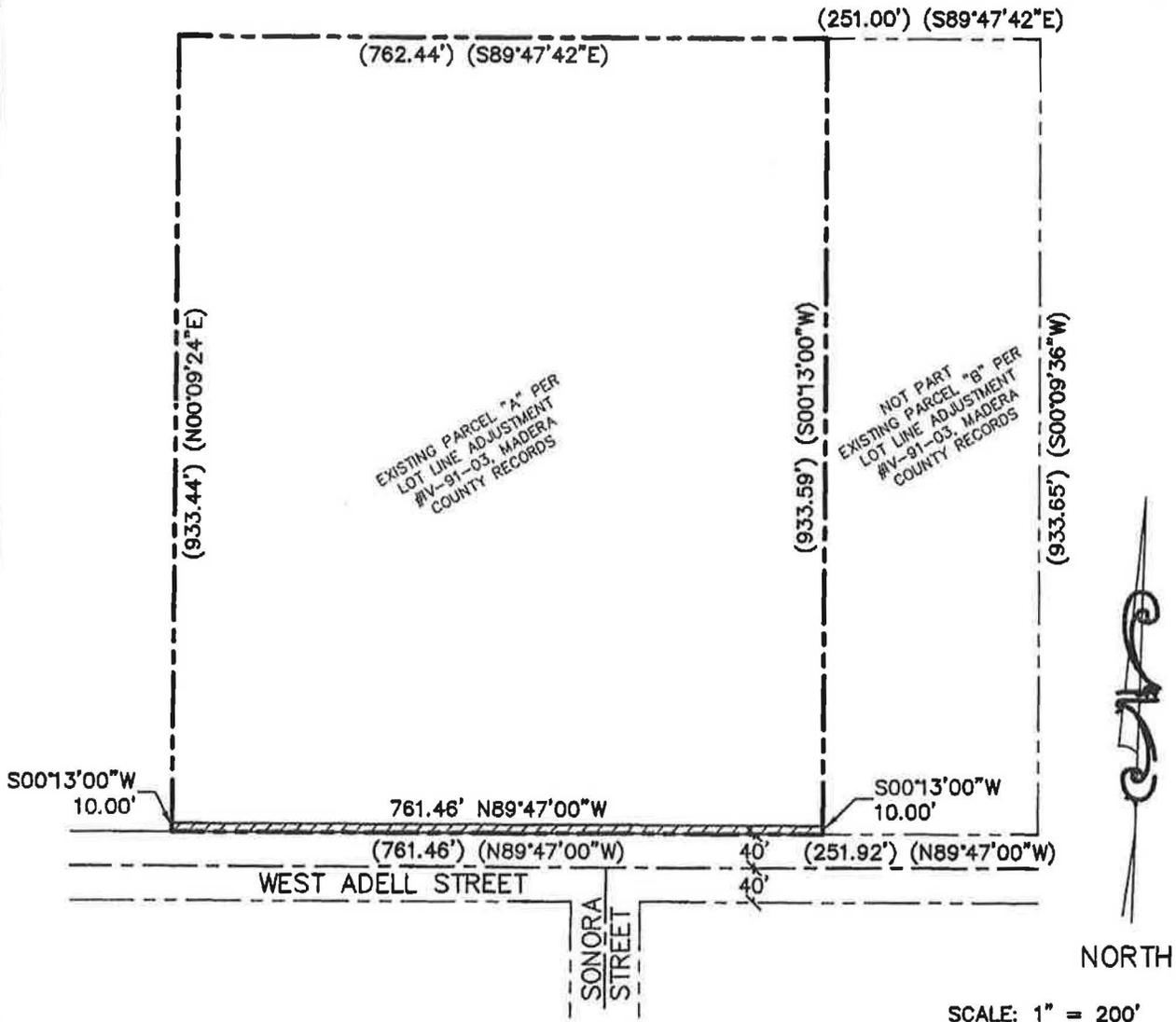
RCE 23273

4-6-17

EXP: 12/31/17



# EXHIBIT "B"



NORTH

SCALE: 1" = 200'



## LEGEND

( ) DATA PER LOT LINE ADJUSTMENT #V-91-03 PER DEED RECORDED AS DOC. 9204172 MADERA COUNTY RECORDS.

- EXISTING LOT LINE
- EXISTING LOT LINE - NOT PART
- EXISTING CENTER LINE
- ▨▨▨▨ PROPOSED 2,519SF PUBLIC UTILITY EASEMENT

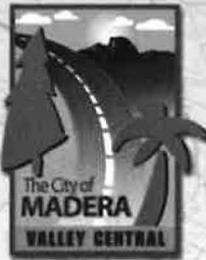
JOB: 16-162 DATE: 3-21-17



HARBISON INTERNATIONAL INC.,  
ENGINEERS - SURVEYORS - PLANNERS

2755 E. SHAW AVE., SUITE 101, FRESNO, CA 93710

PHONE: (559) 294-7485 FAX: (559) 294-7481



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER B-10

APPROVED BY:

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING STREET EASEMENT DEED, OFFERED BY MADERA UNIFIED SCHOOL DISTRICT, FOR THE VIRGINIA LEE ROSE SCHOOL LOCATED AT 1001 LILLY STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

### RECOMMENDATION:

That the City Council approves Resolution No. 17 - \_\_\_\_:

1. Accepting the STREET EASEMENT DEED as offered by **MADERA UNIFIED SCHOOL DISTRICT**
2. Authorizing the City Clerk to execute of the Certificate of Acceptance for said deed and cause it to be recorded.

### SUMMARY:

**MADERA UNIFIED SCHOOL DISTRICT**, the owner of the property located at 1001 Lilly Street, APN No. 035-221-001, has offered a street easement deed along Lilly Street, Sunrise Avenue and Tozer Street. It is recommended that the City Council accept this street easement offer as it meets the City's dedication requirements. A copy of the deed is attached.

### Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

**HISTORY:**

Although project conditions of approval were not established for the Virginia Lee Rose School, the Madera Unified School District has offered to the City the appropriate additional street right of way needed to conform to the City Master Plan.

**FISCAL IMPACT:**

Acceptance of the aforementioned STREET EASEMENT DEED imposes no additional expense to the City or the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 17 - \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED, OFFERED BY MADERA UNIFIED SCHOOL DISTRICT, LOCATED AT 1001 LILLY STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

**WHEREAS**, property owners, **MADERA UNIFIED SCHOOL DISTRICT**, has offered for dedication to the City a **STREET EASEMENT DEED** for street and public utility purposes; and

**WHEREAS**, the City Engineer has certified to this Council that the street easement deed offered meets the current project's dedication requirements.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA**

**HEREBY** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Street Easement Deed, a copy of which is on file in the office of the City Clerk and referred to for particulars, is accepted.
3. The City Clerk is hereby authorized and directed to record the Street Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

RECORDING REQUESTED BY:  
City of Madera  
AFTER RECORDING RETURN TO:  
City Clerk  
City of Madera  
205 W. 4th Street  
Madera, CA 93637

NO DOCUMENTARY TAX DUE - R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee waived per Section 27383 of the Government Code.....No Fee Due 0

APN:  
STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
(Property Owner as Stated on Title Report) *Madera Unified School District*

DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE  
STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: 5-17-17

By: *Sandon M. Schwartz*  
Property Owner Signature(s) above, Printed Name Below  
SANDON M. SCHWARTZ

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.

State of California)  
County of Madera)

On May 17, 2017, before me, *Sandy Ramirez*, Notary Public, personally appeared *Sandon M. Schwartz* 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]*



MUSD BOARD APPROVED: APRIL 11, 2017  
MOTION NO. 167-2016/17  
DOCUMENT NO. 330-2016/17

## EXHIBIT "A" PAGE 1 OF 3

### LEGAL DESCRIPTION

ALL that certain real property, being a portion of Lots 1, 2 and 13 according to map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records and situate in the Southeast Quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at the point of intersection of the South right-of-way line of Sunrise Avenue (also known as Avenue 14-1/2) (80-foot wide) with the West right-of-way line of Road 28 (60-foot wide), said point of intersection bears South 36°46'09" West 49.52' from the Northeast corner of said Southeast Quarter;

thence along said West right-of-way line South 00°30'57" East, a distance of 1250.86 feet to a point on the North right-of-way line of 'A' Street (60-foot wide);

thence along said North right-of-way line North 89°20'53" West, a distance of 45.52 feet to a point of cusp with a curve concave to the Northwest having a radius of 25.00 feet, to which beginning a radial line bears South 00°39'07" West;

thence Northeasterly 39.78 feet along the arc of said curve through a central angle of 91°10'04" to a point which is 20.00 feet distant at right angles from said West right-of-way line, last said point being also 50.00 feet distant from the East line of said Southeast Quarter;

thence parallel with said West right-of-way line and said East line, North 00°30'57" West, a distance of 1185.94 feet to the beginning of a curve concave to the Southwest having a radius of 30.00 feet;

thence Northwesterly 46.52 feet along the arc of said curve through a central angle of 88°50'33" to a point which is 10.00 feet distant from said South right-of-way line, last said point being also 50.00 feet distant from the North line of said Southeast Quarter;

thence parallel with said South right-of-way line and said North line, North 89°21'30" West, a distance of 527.57 feet to the beginning of a curve concave to the Southeast having a radius of 25.00 feet;

thence Southwesterly 39.77 feet along the arc of said curve through a central angle of 91°08'58" to a point which is 30.00 feet distant at right angles from the West line of said Lot 2;

thence parallel with said West line of Lot 2, South 00°30'28" East, a distance of 484.95 feet to a point on the Easterly extension of the South right-of-way line of American Avenue (60-foot wide), as shown on that certain map titled "Eastside Homes No. 1", filed for record December 13, 1973 in Book 25 of Maps, at Page 38, Madera County Records;

thence along said Easterly extension North 89°21'30" West, a distance of 30.01 feet to a point on said West line of Lot 2;

thence along said West line of Lot 2 North 00°30'28" West, a distance of 520.45 feet to a point on aforementioned South right-of-way line of Sunrise Avenue (also known as Avenue 14-1/2), last said point being distant 40.00 feet at right angles from the North line of said Southeast Quarter;

thence along said South right-of-way line South 89°21'30" East, a distance of 632.49 feet to the Point of Beginning.

Containing 46,921 square feet (1.08 acres), more or less.

SUBJECT TO all easements and/or rights-of-way of record.

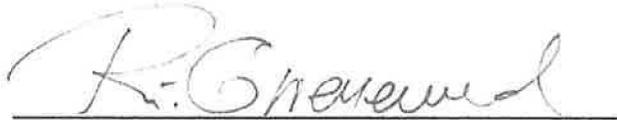
MUSD BOARD APPROVED: APRIL 11, 2017 MOTION NO. 167-2016/17 DOCUMENT NO. 330-2016/17
---

# EXHIBIT "A" PAGE 2 OF 3

## BASIS OF BEARINGS:

A course of North 89°21'30" West for the North line of the Southeast Quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Meridian, as shown on that certain map titled "Vista Del Sierra Subdivision No. 02-S-07", filed for record December 18, 2003 in Book 52 of Maps, at Pages 43 & 44, Madera County Records, was used as a basis of bearings.

This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.



Rien Groenewoud, P.L.S. 6946



6/8/16

FD. 2.5" BRASS  
DISK IN CONC. AT  
EAST 1/4 CORNER  
SEC. 19, T. 11 S.,  
R. 18 E., M.D.M.

SUNRISE

AVE.

NORTH LINE SOUTHEAST  
QUARTER SECTION 19

CARREY AVE.

ST.

EASTSIDE HOMES No. 1  
25-M-38

AMERICAN AVE.

LILLY

WEST LINE LOT 2 (4-M-31)

LOT 2 LOT 1  
4-M-31 4-M-31

WEST LINE LOT 13 (4-M-31)

**ROAD DEDICATION**

46,921 sq. ft.  
1.08 acres

LOT 13  
4-M-31

$\Delta=91^{\circ}10'04''$   
 $R=25.00'$   
 $L=39.78'$

$S00^{\circ}39'07''W$   
(RAD)

$S36^{\circ}46'09''W$   
49.52'(TIE)  
POINT OF  
BEGINNING

ROAD 28

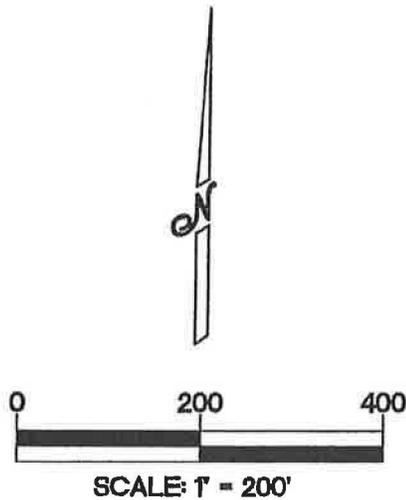
EAST LINE  
SOUTHEAST  
QUARTER  
SECTION 19

'A' STREET

$N89^{\circ}20'53''W$   
45.52'

MUSD BOARD APPROVED: APRIL 11, 2017  
MOTION NO. 167-2016/17  
DOCUMENT NO. 330-2016/17

COPYRIGHT © 2014, NORTHSTAR ENGINEERING GROUP, INC



© MDC 11/15-1602 Madera Elementary School (MDC) (Madera) 15-1602 road Enclosure, PDOTMS, 06/08/16, US&S

JOB:	J15-1602
DATE:	06/08/16
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG
SHEET	01 OF 01

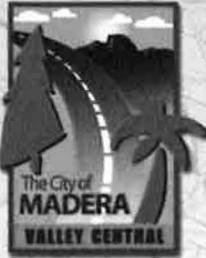
**NorthStar**  
Engineering Group, Inc.  
• CIVIL ENGINEERING • SURVEYING • PLANNING •  
620 12th Street Modesto, CA 95354  
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY  
LEGAL DESCRIPTION**

**EXHIBIT "A" PAGE 3 OF 3**

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION  
19, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO  
MERIDIAN

**MADERA COUNTY CALIFORNIA**



[Return to Agenda](#)

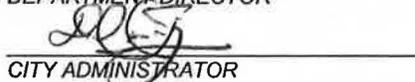
## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER B-11

APPROVED BY:

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING STREET EASEMENT DEED, OFFERED BY CMSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, LOCATED AT 3211 AVIATION DRIVE, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

### RECOMMENDATION:

That the City Council approves Resolution No. 17 - \_\_\_\_:

1. Accepting the STREET EASEMENT DEED as offered by **CMSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**
2. Authorizing the City Clerk to execute of the Certificate of Acceptance for said deed and cause it to be recorded.

### SUMMARY:

**CMSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the owner of a property located at 3211 Aviation Drive, APN No. 013-200-014, has offered a twenty foot wide street easement along Aviation Drive as a condition of project development. It is recommended that the City Council accept this street easement offer as it meets the dedication requirement as requested by the City. A copy of the deed is attached.

### Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

**HISTORY:**

On May 10, 2016, Site Plan Review 2016-22 was approved, to allow for the development of an almond processing plant at 3211 Aviation Drive. The twenty foot wide street easement deed dedication along Aviation Drive now being offered was required as a condition of this Site Plan Review.

**FISCAL IMPACT:**

Acceptance of the aforementioned STREET EASEMENT DEED imposes no additional expense to the City or the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 17 - \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED, OFFERED BY CMSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, LOCATED AT 3211 AVIATION DRIVE, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

**WHEREAS**, property owners, CMSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, has offered for dedication to the City a STREET EASEMENT DEED for street and public utility purposes; and

**WHEREAS**, the City Engineer has certified to this Council that the street easement deed offered meets the current project's dedication requirements.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA**

**HEREBY** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The street easement deed is accepted.
3. The City Clerk is authorized to execute a certificate of acceptance for the street easement deed.
4. The City Clerk is hereby authorized and directed to record the accompanying Street Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee waived per Section 27383 of the Government Code.....No Fee Due 0

APN: 013-200-014-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**CMMS Properties LLC, A California limited liability company.**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE  
STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

**(See Exhibits 'A' and 'B' attached hereto and made a part hereof)**

CMSS II L.P., a California Limited Partnership

Date: 8/15/17

By: *T.J. Cox*

T.J. Cox, its President  
CMSS MANAGEMENT, INC., a California Corporation, its General Partner

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.

State of California)  
County of Madera)

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally 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

*See attached*

## ACKNOWLEDGMENT

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.

State of California  
County of Madera )

On August 15, 2017 before me, Marilyn M. Clayton  
(insert name and title of the officer)

personally appeared T.J. Cox,  
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)



## EXHIBIT A

That portion of Parcel C of Lot Line Adjustment No. 2016-01 as granted to CMSS II LP, a California limited partnership in Grant Deed recorded June 17, 2016 , Document No. 2016014212, Madera County Official Records, being a portion of Parcels 1 and 3 of Parcel Map No. 06-P-09, in the City of Madera, County of Madera, State of California, according to the map thereof recorded in Book 56 of Maps, Pages 144 & 145, Madera County Records, described as follows:

COMMENCING at the southwest corner of said Parcel 1; thence North 89° 48' 42" East, along the south line of said Parcel 1, a distance of 275.00 feet to the southwest corner of said Parcel C, also being the TRUE POINT OF BEGINNING; thence North 00° 30' 55" West, along the west line of said Parcel C and along a line that is parallel with the west line of Parcels 1 and 2 of said Parcel Map No. 06-P-09, a distance of 20.00 feet; thence North 89° 48' 42" East, along a line that is parallel with and 20.00 feet north of said south line, a distance of 500.00 feet to a point on the east line of said Parcel C; thence South 00° 30' 55" East, along said east line, a distance of 20.00 feet to the southeast corner of said Parcel C, being a point on the south line of said Parcel 3; thence South 89° 48' 42" West, along the south line of said Parcels 3 and 1, a distance of 500.00 to the True Point of Beginning.

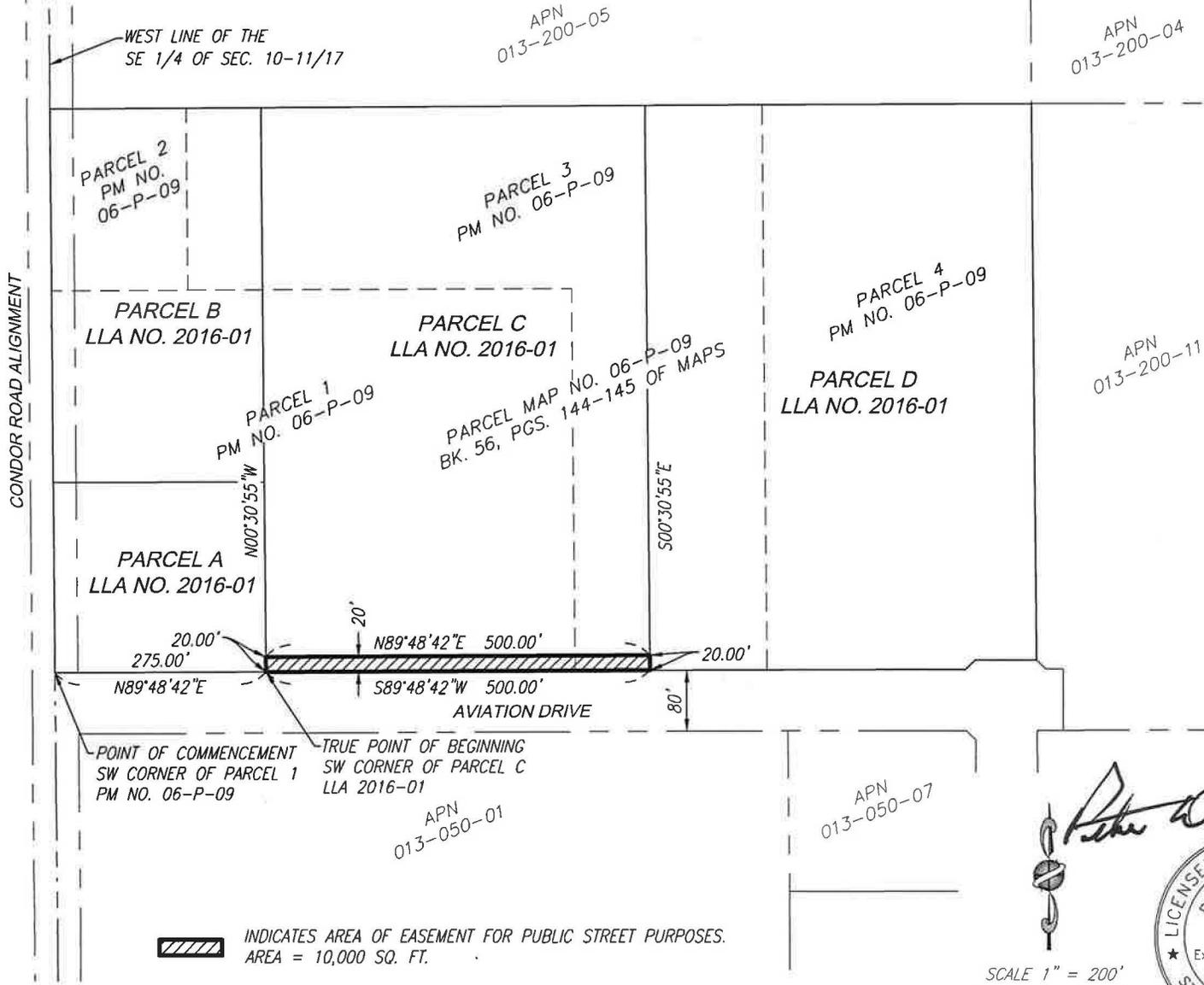
Contains an area of: 10,000 Sq. Ft.



*Peter D. Cohrs*  
3/8/17

EXHIBIT "B"

EXHIBIT B



INDICATES AREA OF EASEMENT FOR PUBLIC STREET PURPOSES.  
AREA = 10,000 SQ. FT.

SCALE 1" = 200'

Peter D. Cobb

PROJECT NAME:  
PORTION OF PARCEL C, LLA 2016-01 TO BE  
DEDICATED FOR PUBLIC STREET PURPOSES

08-16-2016      15-059 / 16-016

PLANNING • SURVEYING • CIVIL ENGINEERING  
1234 "O" STREET, FRESNO, CALIFORNIA 93721  
PHONE: (559) 449-4600 FAX: (559) 449-4515





[Return to Agenda](#)

## REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of November 15, 2017  
Agenda Item Number B-12

City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F056 FOR THE CONSTRUCTION OF PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY CIP PROJECT NUMBER R-62, FEDERAL PROJECT NUMBER CML 5157 (108) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F056 ON BEHALF OF THE CITY**

### RECOMMENDATION:

1. That the City Council approves Resolution No. 17-\_\_\_
  - a. Approving Program Supplement Agreement No. F056 for the Construction of Pedestrian Facilities around Schools and Commercial Areas, City CIP Project Number R-62, Federal Project Number CML 5157 (108)
  - b. Authorizing the City Engineer to execute Program Supplement Agreement No. F056

### SUMMARY:

The Department of Transportation requires the City Council to approve a resolution for each Program Supplement Agreement. The resolution authorizes the City Engineer to execute that specific Program Supplement Agreement on behalf of the City. The Program Supplement Agreement specifies the terms and conditions required to be met by the local agency in order to be reimbursed under the Federal Congestion Mitigation and Air Quality (CMAQ) Program for the specified project.

#### **Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

## **HISTORY:**

The City executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on May 2, 2016. The Master Agreement enables the City of Madera to administer projects receiving funds through Federal transportation programs through Caltrans. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Program (CMAQ), the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"). Once a project is approved, Caltrans prepares a Program Supplement Agreement for execution by the agency that is project specific.

## **SITUATION:**

The City was granted \$235,000 in Congestion Mitigation and Air Quality (CMAQ) funds for the preliminary engineering and construction phases for a project to construct pedestrian facilities serving schools and commercial areas. The project first addresses higher pedestrian traffic areas around schools and then higher pedestrian areas serving commercial areas. The CMAQ funding is for projects that have the highest potential to encourage walking and bicycling rather than driving. The project areas will be finalized as part of the preliminary engineering phase based on CMAQ and local funds available.

A Program Supplement Agreement (PSA) is required for each program project and must be executed before proceeding with the project. The PSA incorporates the provisions of the Master Agreement between the City of Madera and Caltrans and additional covenants and remarks that are specific to the project. The provisions in the agreement are standard for all local agencies in the State of California. Requests for alterations to the agreement language or funding are not typically approved by Caltrans. The provisions in the agreement are similar to previous PSA's approved and implemented by the City. As such, the Program Supplement Agreement No. F056 is acceptable to staff.

Executing the Program Supplement Agreement is but one of several processes the City must follow for a federally funded project. Here's a sample of the various processes:

- The project must be programmed in the Federal Transportation Improvement Program through the Madera County Transportation Commission;
- An E-76 (Authorization to Proceed) must be obtained from Caltrans before commencing federally funded phases of the project such as design, right of way and/or construction;
- A Program Supplement Agreement is required to be approved by resolution of the City Council that authorizes the City Engineer to execute for each program project and must be obtained before proceeding with the project;
- An E-76 for construction must be approved before the project can be advertised for bids;

**FINANCIAL IMPACT:**

There is no adverse fiscal impact to the City's General Fund or other Funds. Local matching funds have been programmed in the FY 17/18 Capital Projects Budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**RESOLUTION NO. 17 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F056 FOR THE CONSTRUCTION OF PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY CIP PROJECT NUMBER R-62, FEDERAL PROJECT NUMBER CML 5157 (108) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F056 ON BEHALF OF THE CITY**

**WHEREAS**, the City of Madera (City) is eligible as a result of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to receive Federal Funding under the CMAQ program for the Construction of Pedestrian Facilities around Schools and Commercial Areas, City CIP Project Number R-62, Federal Project Number CML 5157 (108), through the California Department of Transportation; and

**WHEREAS**, the Construction of Pedestrian Facilities Around Schools and Commercial Areas, City CIP Project No. R-62, is included in the 2017/18 Capital Projects Budget; and

**WHEREAS**, Program Supplement Agreement No. F056 must be executed with the California Department of Transportation before such funds can be claimed for reimbursement of expenses incurred for the project; and

**WHEREAS**, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement No. F056 and / or any amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:**

1. The above recitals are true and correct.
2. Program Supplement Agreement No. F056, a copy of which is on file in the office of the City Clerk and referred to for particulars, for the Construction of Pedestrian Facilities around Schools and Commercial Areas, City CIP Project Number R-62, Federal Project Number CML 5157 (108), is approved.

3. The City Engineer is authorized to execute Program Supplement Agreement No. F056 with the California State Department of Transportation on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**PROGRAM SUPPLEMENT NO. F056**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5157F15**

**Adv Project ID**                      **Date:** September 29, 2017  
0618000038                              **Location:** 06-MAD-0-MAD  
   **Project Number:** CML-5157(108)  
   **E.A. Number:**  
   **Locode:** 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Sidewalk Construction Around Schools and Commercial areas.

**TYPE OF WORK:** Pedestrian Walkway

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400		LOCAL	OTHER
\$20,000.00	\$17,000.00		\$3,000.00	\$0.00

**CITY OF MADERA**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer**  **Date** 9/29/17 **\$17,000.00**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

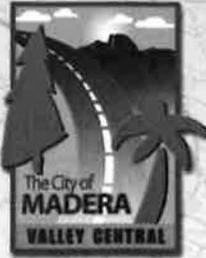
**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

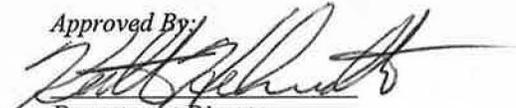
3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



[Return to Agenda](#)

## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of November 15, 2017  
Agenda Item Number B-13

  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F055 FOR THE ALLEY PAVING PROJECT AT VARIOUS LOCATIONS, CITY CIP PROJECT NUMBER ALY-02, FEDERAL PROJECT NUMBER CML 5157 (109) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F055 ON BEHALF OF THE CITY**

### **RECOMMENDATION:**

1. That the City Council approves Resolution No. 17-\_\_\_\_
  - a. Approving Program Supplement Agreement No. F055 for the Alley Paving Project at Various Locations, City CIP Project Number ALY-02, Federal Project Number CML 5157 (109)
  - b. Authorizing the City Engineer to execute Program Supplement Agreement No. F055

### **SUMMARY:**

The Department of Transportation requires the City Council to approve a resolution for each Program Supplement Agreement. The resolution authorizes the City Engineer to execute that specific Program Supplement Agreement on behalf of the City. The Program Supplement Agreement specifies the terms and conditions required to be met by the local agency in order to be reimbursed under the Federal Congestion Mitigation and Air Quality (CMAQ) Program for the specified project.

### **Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

## **HISTORY:**

The City executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on May 2, 2016. The Master Agreement enables the City of Madera to administer projects receiving funds through Federal transportation programs through Caltrans. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Program (CMAQ), the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"). Once a project is approved, Caltrans prepares a Program Supplement Agreement for execution by the agency that is project specific.

## **SITUATION:**

The City was granted \$720,000 in CMAQ funds for the preliminary engineering and construction phases for a project to pave unpaved alleys at various locations within the City of Madera to meet Air District requirements. It is expected to provide a permanent surface on as many alleys as possible with the funding available and priority will be given to those serving commercial uses or multi-family residential. The project areas will be finalized as part of the preliminary engineering phase based on CMAQ and local funds available.

A Program Supplement Agreement (PSA) is required for each program project and must be executed before proceeding with the project. The PSA incorporates the provisions of the Master Agreement between the City of Madera and Caltrans and additional covenants and remarks that are specific to the project. The provisions in the agreement are standard for all local agencies in the State of California. Requests for alterations to the agreement language or funding are not typically approved by Caltrans. The provisions in the agreement are similar to previous PSA's approved and implemented by the City. As such, the Program Supplement Agreement No. F055 is acceptable to staff.

Executing the Program Supplement Agreement is but one of several processes the City must follow for a federally funded project. Here's a sample of the various processes:

- The project must be programmed in the Federal Transportation Improvement Program through the Madera County Transportation Commission
- An E-76 (Authorization to Proceed) must be obtained from Caltrans before commencing federally funded phases of the project such as design, right of way and/or construction;
- A Program Supplement Agreement is required to be approved by resolution of the City Council that authorizes the City Engineer to execute for each program project and must be obtained before proceeding with the project;
- An E-76 for construction must be approved before the project can be advertised for bids;

**FINANCIAL IMPACT:**

There is no adverse fiscal impact to the City's General Fund or other Funds. Local matching funds have been programmed in the FY 17/18 Capital Projects Budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**RESOLUTION NO. 17 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F055 FOR THE ALLEY PAVING PROJECT AT VARIOUS LOCATIONS, CITY CIP PROJECT NUMBER ALY-02, FEDERAL PROJECT NUMBER CML 5157 (109) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F055 ON BEHALF OF THE CITY**

**WHEREAS**, the City of Madera (City) is eligible as a result of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to receive Federal Funding under the CMAQ program for the Alley Paving at Various Locations, City CIP Project Number ALY-02, Federal Project Number CML 5157 (109), through the California Department of Transportation; and

**WHEREAS**, the Alley Paving Project at Various Locations, City CIP Project No. ALY-02, is included in the 2017/18 Capital Projects Budget; and

**WHEREAS**, Program Supplement Agreement No. F055 must be executed with the California Department of Transportation before such funds can be claimed for reimbursement of expenses incurred for the project; and

**WHEREAS**, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement No. F055 and / or any amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:**

1. The above recitals are true and correct.
2. Program Supplement Agreement No. F055, a copy of which is on file in the office of the City Clerk and referred to for particulars, for the Alley Paving Project at Various Locations, City CIP Project Number ALY-02, Federal Project Number CML 5157 (109), is approved.

3. The City Engineer is authorized to execute Program Supplement Agreement No. F055 with the California State Department of Transportation on behalf of the City.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**PROGRAM SUPPLEMENT NO. F055**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5157F15**

**Adv Project ID**                      **Date:** September 29, 2017  
0618000026                              **Location:** 06-MAD-0-MAD  
    **Project Number:** CML-5157(109)  
    **E.A. Number:**  
    **Locode:** 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Alley Paving on Various Locations.

**TYPE OF WORK:** Asphalt Concrete Overlay

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400	\$53,000.00	LOCAL	OTHER
\$60,000.00			\$7,000.00	\$0.00

**CITY OF MADERA**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** \_\_\_\_\_

**Date** 9/29/17 \$53,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

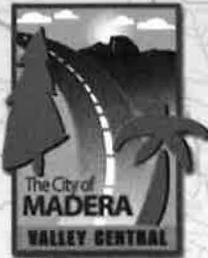
**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of November 15, 2017  
Agenda Item Number B-14

  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F057 FOR THE SHOULDER PAVING PROJECT ON GOLDEN STATE BLVD FROM PECAN AVENUE TO MADERA COMMUNITY HOSPITAL, CITY CIP PROJECT NUMBER R-68, FEDERAL PROJECT NUMBER CML 5157 (110) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F057 ON BEHALF OF THE CITY**

### **RECOMMENDATION:**

1. That the City Council approves Resolution No. 17-\_\_\_\_
  - a. Approving Program Supplement Agreement No. F057 for the Shoulder Paving Project on Golden State Blvd from Pecan Avenue to Madera Community Hospital, City CIP Project Number R-68, Federal Project Number CML 5157 (110)
  - b. Authorizing the City Engineer to execute Program Supplement Agreement No. F057

### **SUMMARY:**

The Department of Transportation requires the City Council to approve a resolution for each Program Supplement Agreement. The resolution authorizes the City Engineer to execute that specific Program Supplement Agreement on behalf of the City. The Program Supplement Agreement specifies the terms and conditions required to be met by the local agency in order to be reimbursed under the Federal Congestion Mitigation and Air Quality (CMAQ) Program for the specified project.

#### **Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

## **HISTORY:**

The City executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on May 2, 2016. The Master Agreement enables the City of Madera to administer projects receiving funds through Federal transportation programs through Caltrans. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Program (CMAQ), the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"). Once a project is approved, Caltrans prepares a Program Supplement Agreement for execution by the agency that is project specific.

## **SITUATION:**

The City was granted \$110,000 in Congestion Mitigation and Air Quality (CMAQ) funds for the preliminary engineering and construction phases for a project to pave unpaved shoulders along Golden State Blvd between Pecan Avenue and the Madera Community Hospital Emergency Entrance. The CMAQ funding is for projects that have air quality benefits. This project will reduce the fine particulate matter (PM-10) that is generated from vehicles travelling along unpaved shoulders.

A Program Supplement Agreement (PSA) is required for each program project and must be executed before proceeding with the project. The PSA incorporates the provisions of the Master Agreement between the City of Madera and Caltrans and additional covenants and remarks that are specific to the project. The provisions in the agreement are standard for all local agencies in the State of California. Requests for alterations to the agreement language or funding are not typically approved by Caltrans. The provisions in the agreement are similar to previous PSA's approved and implemented by the City. As such, the Program Supplement Agreement No. F057 is acceptable to staff.

Executing the Program Supplement Agreement is but one of several processes the City must follow for a federally funded project. Here's a sample of the various processes:

- The project must be programmed in the Federal Transportation Improvement Program through the Madera County Transportation Commission
- An E-76 (Authorization to Proceed) must be obtained from Caltrans before commencing federally funded phases of the project such as design, right of way and/or construction;
- A Program Supplement Agreement is required to be approved by resolution of the City Council that authorizes the City Engineer to execute for each program project and must be obtained before proceeding with the project;
- An E-76 for construction must be approved before the project can be advertised for bids;

**FINANCIAL IMPACT:**

There is no adverse fiscal impact to the City's General Fund or other Funds. Local matching funds will be programmed in the FY 17/18 Capital Projects Budget at the mid-year budget adjustment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**RESOLUTION NO. 17 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F057 FOR THE SHOULDER PAVING PROJECT ON GOLDEN STATE BLVD FROM PECAN AVENUE TO MADERA COMMUNITY HOSPITAL, CITY CIP PROJECT NUMBER R-68, FEDERAL PROJECT NUMBER CML 5157 (110) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F057 ON BEHALF OF THE CITY**

**WHEREAS**, the City of Madera (City) is eligible as a result of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to receive Federal Funding under the CMAQ program for the Shoulder Paving on Golden State Blvd from Pecan Avenue to Madera Community Hospital, City CIP Project Number R-68, Federal Project Number CML 5157 (110), through the California Department of Transportation; and

**WHEREAS**, the Shoulder Paving Project on Golden State Blvd from Pecan Avenue to Madera Community Hospital, City CIP Project No. R-68, is included in the 2017/18 Capital Projects Budget; and

**WHEREAS**, Program Supplement Agreement No. F057 must be executed with the California Department of Transportation before such funds can be claimed for reimbursement of expenses incurred for the project; and

**WHEREAS**, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement No. F057 and / or any amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:**

1. The above recitals are true and correct.
2. Program Supplement Agreement No. F057, a copy of which is on file in the office of the City Clerk and referred to for particulars, for the Shoulder Paving Project on Golden State Blvd from Pecan Avenue to Madera Community Hospital, City CIP Project Number R-68, Federal Project Number CML 5157 (110), is approved.

3. The City Engineer is authorized to execute Program Supplement Agreement No. F057 with the California State Department of Transportation on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**PROGRAM SUPPLEMENT NO. F057**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5157F15**

**Adv Project ID**                      **Date:** September 29, 2017  
0618000027                      **Location:** 06-MAD-0-MAD  
**Project Number:** CML-5157(110)  
**E.A. Number:**  
**Locode:** 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Golden State Blvd from Pecan to Madera Community Hospital Entrance.

**TYPE OF WORK:** Shoulder Paving

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z400	\$10,000.00	LOCAL		OTHER
\$12,000.00			\$2,000.00		\$0.00

**CITY OF MADERA**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

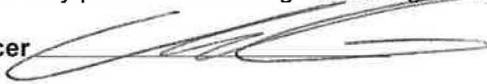
**Chief, Office of Project Implementation**  
**Division of Local Assistance**

Date \_\_\_\_\_

Attest \_\_\_\_\_

Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** 

**Date** 9/29/17                      \$10,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

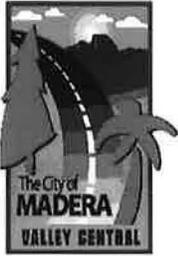
**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



## REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER B-15

APPROVED BY

  
\_\_\_\_\_  
GRANT ADMINISTRATOR

  
\_\_\_\_\_  
CITY ADMINISTRATOR

**SUBJECT:** Consideration of Resolutions Approving Amendment No. 1 to the 2017/2018 Community Development Block Grant Agreements for Services as follows:

- A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care**
- B. The Madera County Workforce Investment Corporation for the Vocational Training/Certification Program**
- C. The Madera Coalition for Community Justice to Coordinate the Zocalo Madera Program**
- D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors**
- E. The Housing Authority of the City of Madera for the Pomona Ranch Housing for the Homeless Project**
- F. The City of Madera Engineering Department for the East Yosemite Avenue and Elm Street Traffic Signal Project**
- G. The City of Madera Engineering Department for the George Washington Elementary School Sidewalk Project**

**RECOMMENDATION:** Staff recommends Council adopt the Resolutions Approving Amendment No. 1 with the Community Action Partnership of Madera County, the Madera County Workforce Investment Corporation, the Madera Coalition for Community Justice, the City of Madera Housing Authority and two City departments. Each agency and city department received CDBG allocations for FY 2017/2018.

**SUMMARY:** Agreements for these activities were approved by the Mayor and City Council on September 20, 2017. The approved agreements contained new Indemnification provisions; however, they did not include provisions to specify the City's applicable Insurance Limits.

HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48. In addition, the City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work.

Amending the agreements ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements. Approval by the Mayor and City Council during

tonight's meeting allows staff to forward the approved agreements and amendments to subrecipient.

**FINANCIAL IMPACT:** Approval of the attached Amendment No. 1 will not impact the General Fund because all the activities will receive their funding from the CDBG program.

**VISION MADERA 2025 ACTION PLAN CONSISTENCY:**

Authorization of the attached Amendment No. 1 will support the Vision Madera 2025 Strategies and 2015/2019 Consolidated Plan as follows:

**Strategy 113.3:** Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

**Strategy 121.10:** Add facilities and amenities for the public.

**Strategy 126.6:** Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

**Strategy 132.2:** Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.

**Strategy 136:** Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.

**Strategy 215:** Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.

**Strategy 314.2:** Continue and expand facilities for at-risk youth.

**Strategy 321:** Accessible, Affordable Education: Develop a focus on accessible and affordable higher education for community members.

**Strategy 321.1:** Create a coalition with the goal of raising Maderans' access to and use of higher education.

**Strategy 332:** Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.

**Strategy 337:** Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

**Strategy 407:** Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

**Strategy 411:** Enhance and expand recreational activities available to Maderans.

**CDBG 2015/2019 CONSOLIDATED PLAN CONSISTENCY:**

The use of CDBG funds requires the city to meet goals established by HUD. Some of these activities provide services to low- to moderate-income persons within areas of our community. These areas have percentages of low- to moderate-income persons equal to or greater than 51 percent. The remaining activities provide services by conducting income testing, or by servicing certain groups presumed by HUD to meet the lower income criteria. HUD has defined these groups as abused children, battered spouses, and elderly persons, persons with disabilities, homeless persons, illiterate persons, and migrant workers.

**Table 1**

<b>Attachment</b>	<b>Program</b>
<b>A</b>	Community Action Partnership of Madera County Fresno/Madera Continuum of Care
<b>B</b>	Madera County Workforce Investment Corporation Scholarships for Adult Learning and Training
<b>C</b>	Madera Coalition for Community Justice Zocalo Program
<b>D</b>	City of Madera Parks and Community Services Department Senior Services
<b>E</b>	The Housing Authority of the City of Madera
<b>F</b>	City of Madera Engineering Department East Yosemite Avenue and Elm Street Traffic Signal
<b>G</b>	City of Madera Engineering Department George Washington Elementary School Sidewalk Project

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY  
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE  
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

**WHEREAS:** An Agreement to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless, and to prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey, and to coordinate outreach staffs' presence when Code Enforcement conducts postings of homeless camps, was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES  
HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the Community Action Partnership of Madera County is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

**WHEREAS:** An Agreement to provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to locate, obtain and retain employment successfully, was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the Madera County Workforce Investment Corporation is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COALITION FOR COMMUNITY JUSTICE**

**WHEREAS:** An Agreement to establish a public art space in downtown to provide a new forum for visual, cultural art and music and other performance art, and to educate youth on a broad range of issues in order to develop a comprehensive plan essential to implementing the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action, research and mapping assessment, and to engage youth in maintenance activities such as leadership development, team and relationship building opportunities with adult allies, was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the Madera Coalition for Community Justice is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

**WHEREAS:** An Agreement to support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department is on file in the office of the City Clerk and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY  
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE  
HOUSING AUTHORITY OF THE CITY OF MADERA**

**WHEREAS:** An Agreement to upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during the off-season's colder winter months, was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES  
HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the Housing Authority of the City of Madera is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA ENGINEERING DEPARTMENT**

**WHEREAS:** An Agreement to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construct ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility, and traffic circulation at the intersection of East Yosemite Avenue and Elm Street, was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE 2017/2018 COMMUNITY  
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE  
CITY OF MADERA ENGINEERING DEPARTMENT**

**WHEREAS:** An Agreement to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School, was approved by the Mayor and City Council on September 20, 2017, and

**WHEREAS:** The approved agreement contained new Indemnity provisions, and

**WHEREAS:** The City of Madera applicable Insurance Limits were not included in the approved agreement, and

**WHEREAS:** HUD regulations require subrecipients to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, and

**WHEREAS:** City of Madera insurance requirements are dependent on the type of work being performed and in some cases the value of the work, and

**WHEREAS:** Amendment No. 1 ensures CDBG-funded subrecipients comply with HUD regulations and City of Madera insurance requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES  
HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 1 to Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.

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## Attachment A

### AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY THE CITY OF MADERA

This Amendment No. 1 to the Agreement for Services to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the Community Action Partnership of Madera County (hereinafter called ("CONTRACTOR")) is entered into this 15<sup>th</sup> day of November 2017.

#### WITNESSETH

**WHEREAS**, CITY has provided funding for services to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless, hereinafter called "Program", and

**WHEREAS**, CITY and CONTRACTOR ENTERED INTO AN Agreement Dated July 1, 2017 for services to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **22. Insurance Requirements for Service Providers**

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and

property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

#### Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

#### Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

#### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 2: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

COMMUNITY ACTION PARTNERSHIP  
OF MADERA COUNTY

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Mattie Mendez, Executive Director

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

## **Attachment B**

### **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Amendment No. 1 to the Agreement for Services to provide unemployed persons with access to Vocational Training/Certification Programs and to provide educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the Madera County Workforce Investment Corporation (hereinafter called "CONTRACTOR") is entered into this 15<sup>th</sup> day of November 2017.

#### **WITNESSETH**

**WHEREAS**, CITY has provided funding for services to provide educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment, hereinafter called "Program", and

**WHEREAS**, CITY and CONTRACTOR ENTERED INTO AN Agreement Dated July 1, 2017 for services to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to provide educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **22. Insurance Requirements for Service Providers**

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

## Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

## Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

## Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

### Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 2: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

MADERA COUNTY WORKFORCE  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Elaine Craig, Executive Director

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

## **Attachment C**

### **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Amendment No. 1 to the Agreement for Services is amended to establish a public art space in downtown and provide a new forum for visual, cultural art and music and other performance art hereinafter called (“Agreement”), between the City of Madera (hereinafter called “CITY”) and the Madera Coalition for Community Justice (hereinafter called (“CONTRACTOR”) is entered into this 15<sup>th</sup> day of November 2017.

#### **WITNESSETH**

**WHEREAS**, CITY has provided funding for services to establish a public art space in downtown and provide a new forum for visual, cultural art and music and other performance art, hereinafter called “Program”, and

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement Dated July 1, 2017 for services to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to establish a public art space in downtown and provide a new forum for visual, cultural art and music and other performance art dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 1 of the Agreement shall be amended and read as follows:

Establish a public art space in downtown and provide a new forum for visual, cultural art and music and other performance art

Item No. 2: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **Insurance Requirements for Service Providers**

22. Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

## Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

## Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

## Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

### Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 3: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

MADERA COALITION FOR  
COMMUNITY JUSTICE

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Lourdes Herrera, Executive Director

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

## **Attachment D**

### **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Amendment No. 1 to the Agreement for Services to provide seniors with a nutritious, balanced meal year round, excluding holidays; fitness and wellness, recreation and educational activities and programs to enhance interaction and provide opportunities to socialize and explore educational and cultural activities; and services designed for seniors impacted by their health (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the City of Madera Parks and Community Services Department (hereinafter called ("CONTRACTOR")) is entered into this 15<sup>th</sup> day of November 2017.

#### **WITNESSETH**

**WHEREAS**, CITY has provided funding for services to provide seniors with a nutritious, balanced meal year-round, excluding holidays; fitness and wellness, recreation and educational activities and programs to enhance interaction and provide opportunities to socialize and explore educational and cultural activities; and services designed for seniors impacted by their health, hereinafter called "Program", and

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement Dated July 1, 2017 to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to provide seniors with a nutritious, balanced meal year round, excluding holidays; fitness and wellness, recreation and educational activities and programs to enhance interaction and provide opportunities to socialize and explore educational and cultural activities; and services designed for seniors impacted by their health dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **22. Insurance Requirements for Service Providers**

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to

obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

#### Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

### Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 2: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

CITY OF MADERA PARKS AND  
COMMUNITY SERVICES DEPARTMENT

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Mary Anne Seay, Parks and  
Community Services Director

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

## **Attachment E**

### **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY THE CITY OF MADERA**

This Amendment No. 1 to the Agreement for Services to upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the Housing Authority of the City of Madera (hereinafter called ("CONTRACTOR")) is entered into this 15<sup>th</sup> day of November 2017.

#### **WITNESSETH**

**WHEREAS**, CITY has provided funding for services to upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months, hereinafter called "Program", and

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement Dated July 1, 2017 to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **22. Insurance Requirements for Contractors**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

## Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

## Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

## Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

### Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 2: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

THE HOUSING AUTHORITY OF THE  
CITY OF MADERA

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Linda Shaw, Executive Director

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

## **Attachment F**

### **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Amendment No. 1 to the Agreement for Services to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of East Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the East Yosemite Avenue and Elm Street intersection (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the City of Madera Engineering Department (hereinafter called ("CONTRACTOR")) is entered into this 15<sup>th</sup> day of November 2017.

#### **WITNESSETH**

**WHEREAS**, CITY has provided funding for services to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of East Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the East Yosemite Avenue and Elm Street intersection, hereinafter called "Program", and

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement Dated July 1, 2017 to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of East Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the East Yosemite Avenue and Elm Street intersection dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **22. Insurance Requirements for Contractors**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to

obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

#### Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

### Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 2: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

THE CITY OF MADERA ENGINEERING  
DEPARTMENT

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Keith Helmuth, City Engineer

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

## **Attachment G**

### **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Amendment No. 1 to the Agreement for Services to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the City of Madera Engineering Department (hereinafter called ("CONTRACTOR")) is entered into this 15<sup>th</sup> day of November 2017.

#### **WITNESSETH**

**WHEREAS**, CITY has provided funding for services construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School, hereinafter called "Program", and

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement Dated July 1, 2017 to carry out the Program; and

**WHEREAS**, CITY has requested a change to insert Insurance requirements for the Program; and

**WHEREAS** Amendment No. 1 to Agreement is necessary to revise the Agreement

#### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 22 of the Agreement shall be inserted and read as follows:

#### **22. Insurance Requirements for Contractors**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

## Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

## Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

## Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

### Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Item No. 2: All other provisions shall remain in full force and effect.

In witness hereof, CITY and CONTRACTOR have executed this Amendment No. 1 to the Agreement on the date first written above.

THE CITY OF MADERA ENGINEERING  
DEPARTMENT

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Keith Helmuth, City Engineer

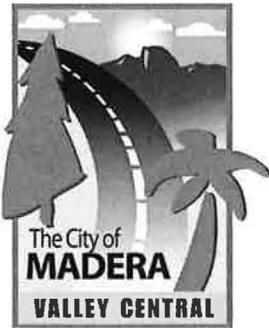
APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

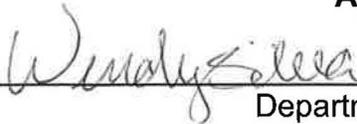
## REPORT TO CITY COUNCIL



Council Meeting of November 15, 2017

Agenda Item Number B-16

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

### **Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Compensation for Wastewater Treatment Plant Positions and Authorizing the City Administrator to Execute the Agreement**

#### **RECOMMENDATION**

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and Operating Engineers Local Union No. 3 (OE3) and authorizing the City Administrator to execute the agreement.

#### **HISTORY**

The City and OE3 entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018. The MOU provides for wages, hours and other terms and conditions of employment negotiable under the Meyers Milias Brown Act.

#### **SITUATION**

Due to ongoing difficulties in recruiting to fill vacancies at the Wastewater Treatment Plant (WWTP), the City requested to meet and confer on compensation for the WWTP positions represented by OE3. The wastewater industry is experiencing a significant shortage of certified operators and the City is seeing the principles of supply and demand in action. Staffing of operators in compliance with State regulations at the City's plant is at a critical point and unless the situation is improved, the City will not be able to staff the plant with its own employees.

The City has historically placed its compensation at market median, however the industry shortage is significantly limited the City's ability to hire. The City has been attempting to hire certified operators for approximately a year and a half with limited success at best. The City has had to begin staffing the WWTP with temporary employees through an agency, which is not a long term solution. We have received specific feedback from several candidates who were eligible for

hire that compensation is the reason they are not considering accepting employment.

The City and OE3 met and conferred in good faith and discussed the market conditions related to WWTP compensation. Based on those negotiations, it is recommended that the WWTP Operator II position be tied internally on the salary schedule to the Water System Technician position. Both positions require similar duties, responsibilities, skill levels and state certifications. Once the adjustment to WWTP Operator II is made, it is further recommended that the remaining WWTP positions represented by OE3 be adjusted by the same factor to maintain the internal relationships between positions at the WWTP. For this reason, it is recommended that the positions be placed on City of Madera Schedule M as follows:

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
WW Lab Analyst/Environmental Compliance Inspector I	345	\$1,835.68	\$1,927.25	\$2,023.71	\$2,125.06	\$2,231.32	\$2,342.96
WW Lab Analyst/Environmental Compliance Inspector II	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
WWTP Lead Operator	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
WWTP Mechanic	375	\$2,131.92	\$2,238.66	\$2,350.30	\$2,467.82	\$2,591.21	\$2,720.96
WWTP Operator I	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
WWTP Operator II	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
WWTP Operator III	364	\$2,018.32	\$2,119.19	\$2,224.95	\$2,336.10	\$2,453.13	\$2,575.54
WWTP Operator In Training	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22

In addition to the base pay adjustment, an adjustment to standby compensation for WWTP employees is also recommended to bring standby pay in line with that received by the rest of the bargaining unit. Historically, WWTP employees received less standby pay because their workday is a 10-hour day as compared to the 8-hour day most employees in the unit work, meaning they had 2 fewer standby hours in the evening. The plant is also staffed on weekends, leading to fewer weekend standby calls. However, due to the location of the plant and the complex nature of the mechanical equipment and computerized monitoring system, the reduced amount for WWTP employees no longer makes sense and is making it difficult for the City to staff standby hours. For this reason it is recommended that WWTP standby compensation be modified to match the amounts received by employees in other departments.

A Side Letter Agreement between the City and OE3 has been prepared to capture these changes to base compensation and standby pay for WWTP employees.

**FISCAL IMPACT**

If all of the positions represented by OE3 are staffed for a full year at current benefit levels, the revised base compensation represents an increase of approximately \$165,438 to salary and benefits. The actual increase will likely be something less as it is unusual that all positions will be staffed continuously due

to normal turnover and retirement. The modification to standby pay represents an increase of approximately \$3,724 per year. These increased costs will be incurred in the Sewer Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND  
OPERATING ENGINEERS LOCAL UNION No. 3 RELATED TO COMPENSATION FOR  
WASTEWATER TREATMENT PLANT POSITIONS  
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, the City and Operating Engineers Local Union No. 3 (OE3) entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the City requested to meet and confer regarding compensation for Wastewater Treatment Plant positions represented by OE3 due to a significant market shortage in certified operators and the City's inability to recruit and hire certified operators; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate sections of the MOU and such side letter agreement is acceptable to all parties.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and Operating Engineers Local Union No. 3 is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF MADERA  
AND  
OPERATING ENGINEERS LOCAL UNION NO. 3**

Section 1: The parties have conferred, and do hereby agree that Article 18 – Overtime of the Memorandum of Understanding between the City of Madera and Operating Engineers Local Union No. 3 is amended to read as follows effective the first whole pay period following adoption by the City Council:

**Article 18 – Overtime**

Except as provided below, employees shall be paid or compensatory time provided at a rate of one and one half times the straight time hourly rate for all work performed in excess of normally scheduled work shifts such as eight, nine, ten or twelve hours in any shift or work day, or in excess of forty (40) hours worked within the work week.

Employees shall be paid at a rate of two (2) times the straight hourly rate for all work performed in excess of twelve (12) hours in any shift or work day or on the seventh consecutive work day.

Overtime hours shall be offered in order of seniority per the discretion of the Department Head. In the event that the more senior employees decline to accept such an assignment, the City will assign such work to the next most senior qualified employee(s). The City will use its best efforts to rotate such assignments on an equitable basis. When overtime work is required and no volunteer is available, the most junior qualified employee shall be assigned the work except for work performed on a standby basis.

The exception to this section shall be that an employee with specific, specialty job assignments with less seniority may be assigned to work overtime. It is understood that an employee does not have the authority to claim overtime without the prior authorization of a Supervisor and/or Department Head.

All employees in the Group may elect to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. Fair Labor Standards Act (FLSA) shall apply.

Call-back Compensation - Any time an employee is called back to work after normal scheduled work hours, he/she will be compensated a minimum of two (2) hours at a rate of one and one half (1-1/2) times the straight hourly rate for each time he/she is called back to work in any

given twenty-four (24) hour period. The minimum guarantee of two (2) hours does not apply to a stand-by employee. Regarding the classes of Mechanic, Electrician and Craftworker, these employees called back to work have a minimum guarantee of four (4) hours of call back work.

Special Circumstances Standby Compensation - When the City requires an employee to remain available for call back at any time for less than a week's period, the employee shall receive standby pay at 20% of the hourly rate of pay for his/her classification for a minimum of two (2) hours. Employees on standby will be responsible for responding to call outs. Designation of who is on standby is the sole discretion of the supervisor. With each call out, employees on special circumstances standby for less than one week shall be compensated under regular overtime rules for all hours actually worked.

Employees shall be available at all times when on standby and within 20 minutes of the employee's assigned work station. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone, radio, pager or by assigned vehicle two-way radio. The two hour minimum call back time shall not apply to standby.

The number of employees assigned to standby shall be determined by the City Administrator and the affected department head or designee. Standby hours are normally between 3:30 p.m. and 7:00 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule. (i.e. 2:30 p.m. to 6:00 a.m.). Additionally, for WWTP employees, because of the 4/10 work schedule, standby hours are designated as from the close of one day's shift to the start of the next scheduled operator shift. For WWTP standby, if the plant is staffed with a regular shift on a City-designated holiday and the standby employee is therefore not required to be on call for 24 hours for the holiday, then the "Regular Week" standby amount would apply as outlined below. If WWTP standby is required to be on call 24 hours for a City designated holiday, then the appropriate "Holiday Week" standby amount would apply. Standby hours for a one week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates:

Regular Week:	\$200.00
Holiday Week (one day)	\$220.00
Holiday Week (two days)	\$240.00

This only applies to holidays recognized and observed by the City.

Sunday Differential - The City agrees to pay those employees working any hours on Sunday a differential of \$10.00 per shift above the regular rate of pay for the actual hours worked. This is not in addition to double time pay or time and one-half pay if the individual is called back to work and not regularly assigned. If an employee is called in on Sunday, other than his regular work schedule, double time pay or double time compensation will be granted at the employee's option. This does not apply to employees on stand-by or call-back.

Holiday Pay - If an employee is called in on a regularly scheduled City holiday, other than his normal regular work schedule, double time and one-half pay or double time and one-half compensation will be granted at employee's option. This does not apply to personnel on stand-by or callback. In other words, the employee receives one times the regular rate of pay plus time and one half for all hours worked.

Night Differential - Except when overtime work, stand by, call back or Sunday differential is involved, the City agrees to pay those employees working a shift at such "start" times between 4 p.m. and 5 a.m. an additional \$10.00 per shift. The \$10.00 per shift additional pay is applicable between those hours. Night differential shall not apply on the Sunday shift; hence, the \$10.00 Sunday differential pay is the only differential paid on Sunday.

In lieu of the above, employees in the class of Recreation Program Coordinator shall receive a \$10.00 per shift differential for four (4) or more hours worked after 5:00 P.M.

Saturday Differential - \$5.00 above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay for stand by, call back, Sunday differential, Holiday pay or Night differential above.

Weekend Crew Assignment (Parks) - A differential of \$5.00 per shift above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay items above.

Section 2: Additionally the parties have conferred, and do hereby agree, that the assigned salary ranges from City of Madera Schedule M will be as represented below for the listed positions effective the first whole pay period following adoption of this Side Letter by the City Council:

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
WW Lab Analyst/Environmental Compliance Inspector I	345	\$1,835.68	\$1,927.25	\$2,023.71	\$2,125.06	\$2,231.32	\$2,342.96
WW Lab Analyst/Environmental Compliance Inspector II	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
WWTP Lead Operator	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
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WWTP Operator In Training	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22

This Side Letter Agreement is effective upon adoption.



Allen Dunbar, OE3 Representative

11-7-17

Date

David R. Tooley, City Administrator

Date

COUNCIL MEETING OF:  
November 15, 2017

AGENDA ITEM NUMBER:  
C-1

# REPORT TO THE CITY COUNCIL

Approved By:

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR

## SUBJECT:

Second reading and consideration of adoption of an ordinance rezoning approximately 7,500 square feet located on the west side of North K Street, north of its intersection with West Yosemite Avenue (118 North K Street) from the R2 (Medium Density Residential) to the R3 (High Density Residential) Zone District.

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## RECOMMENDATION:

It is recommended that the Council adopt the ordinance rezoning the subject property.

## DISCUSSION:

The owner/applicant desires to have the opportunity to increase the density of the project parcel in the future. No specific development project has been proposed by the owner/applicant at this time. The requested increase in residential density is compatible with the existing residential density of the apartment complex located immediately north, and with the ongoing development of professional offices to the south. The property is currently developed with two residential units which results in existing development that is consistent with zoning but inconsistent with the existing General Plan land use designation. Approval of the proposed rezone to the R3 (High Density Residential) would provide the required consistency between zoning and the General Plan, ultimately providing a higher density of development than currently allowed.

The rezoning was considered by the Planning Commission at its October 10, 2017 meeting. The City Council introduced the rezoning ordinance at its November 1, 2017 meeting. The second reading and adoption of the rezoning ordinance would complete the rezoning process.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The first of the four core vision statements in the Vision Plan is "a well-planned city". The Council, by considering how this proposal relates to surrounding development, is actively implementing Strategy 201 of the Vision Plan which encourages the redevelopment of property.

## FISCAL IMPACT:

None.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING AN APPROXIMATELY 7,500 SQUARE FOOT PARCEL LOCATED AT 118 NORTH K STREET FROM THE R2 (MEDIUM DENSITY RESIDENTIAL) ZONE DISTRICT TO THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

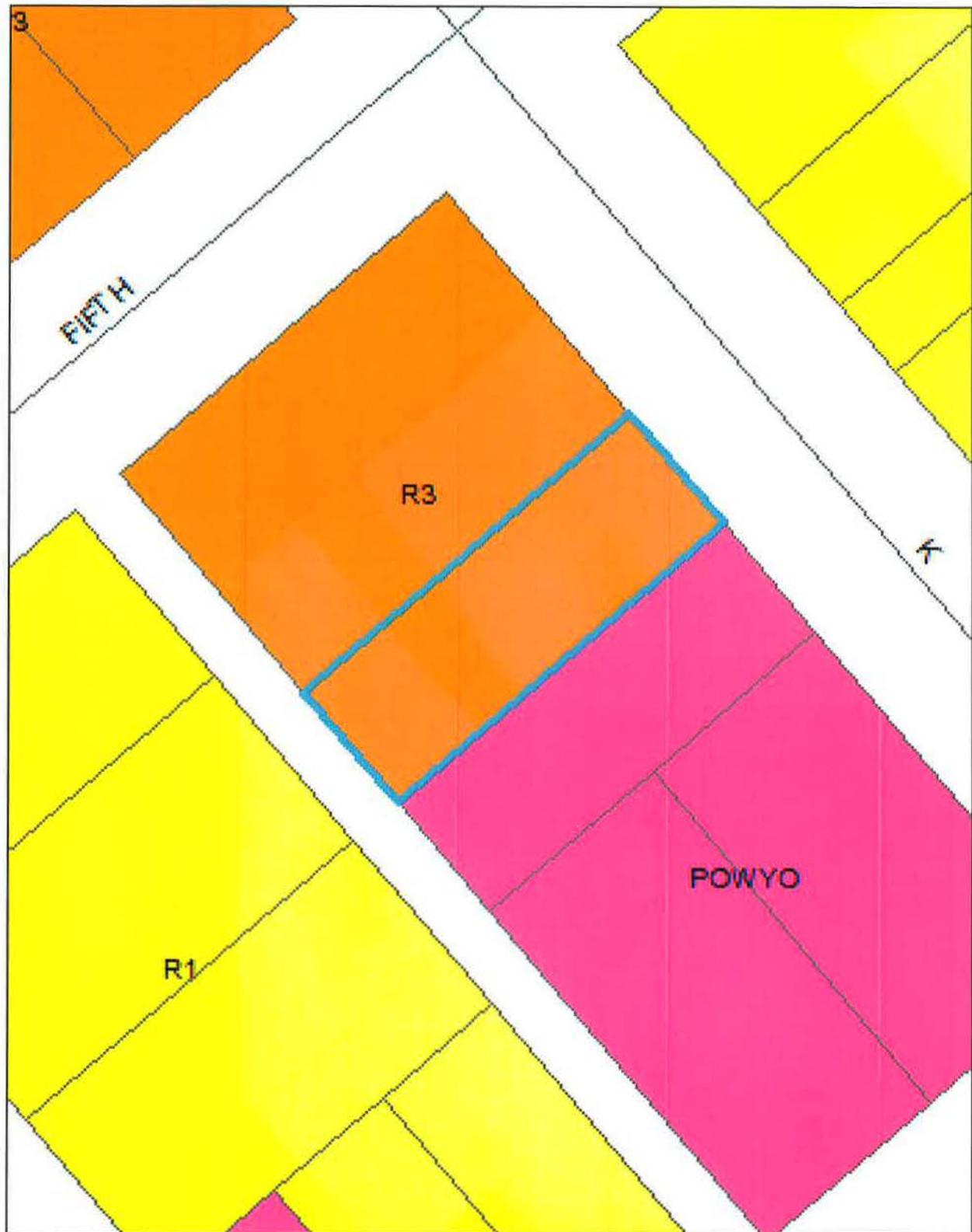
FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING ORDINANCE.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\* \* \* \* \*

ORDINANCE - EXHIBIT A



# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER C-2

APPROVED BY

Steve Franzen  
DEPARTMENT HEAD

[Signature]  
CITY ADMINISTRATOR

**SUBJECT: PUBLIC HEARING AND CONSIDERATION OF INTRODUCTION OF AN ORDINANCE AMENDING SECTION 4-15.02 OF CHAPTER 15 OF TITLE IV OF THE MADERA MUNICIPAL CODE PERTAINING TO THE CULTIVATION OF CANNABIS.**

**RECOMMENDATION:**

That the Council adopt the additional language and restrictions, amending Section 2 of Chapter 15 of Title IV of the Madera Municipal Code pertaining to the cultivation of cannabis.

**SUMMARY:**

With the passage of Proposition 64 on November 8, 2016, it is necessary to amend this section to come into compliance with state law that prohibits a city from banning the cultivation of up to six cannabis plants within a single private residence. The recommended amended language brings this section into compliance with Proposition 64 and restricts cultivation to the fullest extent allowed under state law. The changes also impose reasonable regulations to prevent a public nuisance and safeguard those in the vicinity of the grow site.

**DISCUSSION:**

Madera Municipal Code section 4-15.02 currently prohibits the cultivation of any amount of cannabis within the City of Madera. The amended language comes into compliance with Proposition 64 by allowing for the cultivation of up to six cannabis plants grown within a single private residence. The amended language also includes the following "reasonable regulations" as permitted by Proposition 64:

- A permit must be obtained from the City of Madera prior to cultivation
- The residence must be legally occupied
- The plants must be within a locked space not accessible to juveniles

- There must be no evidence of cultivation occurring from any public space or adjacent property.
- The grow room must be equipped with a ventilation and filtration system designed to ensure odor does not escape the residence and prevents moisture and mold from endangering the health and safety of any occupants.
- The use of any pressurized or flammable gas products for cultivation or processing of cannabis is prohibited.
- Any chemicals used for the cultivation of cannabis shall be stored outside of the habitable areas of the residence, out of public view, and not easily accessible to children or pets.
- Any alterations or additions to any portion of the residence shall be in compliance with the applicable building and fire codes, including but not limited to plumbing and electrical.
- A copy of the cultivation permit issued by the City of Madera must be displayed in a conspicuous place in the cultivation area.

The amended language also includes a one thousand dollar (\$1,000) per plant fine for violating the cultivation prohibition or exceeding the six plant indoor cultivation allotment. There is also a one thousand dollars (\$1,000) per plant fine for each day a person remains in violation of this section. Violating any of the reasonable regulations listed above will be considered a separate violation punishable by a one thousand dollars (\$1,000) fine for each violation.

**FINANCIAL IMPACT:**

There should be no fiscal impact on the City other than existing personnel's time which will be offset by the fee associated with the application process.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The additions to this ordinance are consistent with the goals and objective in the Vision Madera 2025. Specifically:

**A Safe, Healthy Environment**

"Emphasizes the community's desire to protect Madera's natural resources and enjoy a secure community."

**A Well-Planned City**

"Agricultural uses are carefully planned and accommodated in a fair and systematic manner."



## City of Madera

NEIGHBORHOOD REVITALIZATION  
ABATEMENT & CODE ENFORCEMENT  
428 E. YOSEMITE AVE  
MADERA, CA 93638  
(559)661-5115

### Indoor Cannabis Cultivation Permit Application

Applicant Information		
Name:		Date:
Address:	Do you own or rent this residence?	Own Rent
City, State, Zip:		Phone:

Applicant Signature Required:	
<ul style="list-style-type: none"><li>I hereby declare under penalty of perjury that the information provided is true and correct and that any false or misleading information is grounds to deny or revoke my permit.</li><li>I also understand that any fees paid to The City of Madera are non-refundable <u>even</u> if my permit is denied or revoked.</li><li>I further understand that I cannot cultivate cannabis within the city of Madera until I have been issued and possess an Indoor Cannabis Cultivation Permit issued by The City of Madera.</li><li>I have read Madera Municipal Code 4-15.02 and agree to be in compliance with these reasonable regulations.</li><li>After reading Madera Municipal Code 4-15.02 I understand the fines and penalties for cultivating cannabis in violation of these regulations.</li><li>I understand that as a condition of accepting this permit I must agree to periodic inspections, with appropriate notice, to ensure compliance with the Municipal Code.</li><li>I also understand that I am being given notice now that if I am found in violation of any portion of Madera Municipal Code 4-15.02 I must allow representatives from the City of Madera to inspect the cannabis grow to ensure the violation(s) have been corrected.</li></ul>	
Print Full Name:	
Signature:	Date:

Property Owner Information	
Owner Name(s):	Date:
Address:	
City, State, Zip:	Phone:

Property Owner Signature Required:	
<ul style="list-style-type: none"><li>I hereby declare under penalty of perjury that I own the residence listed in the applicant section and I am currently leasing the residence to the applicant.</li><li>I consent to allow the above named applicant to cultivate cannabis inside of my property.</li></ul>	
Print Full Name:	
Signature:	Date:

For City Use Only	
Application Received By:	Date:
Police Department Entry By:	Date:
Application Approved By:	Date:

**Indoor Cannabis Cultivation Permit Application Check list**

- Permit Application
- If the Applicant is not the owner of the residence, the property owner must give their consent by filling out and signing the “Property Owner Signature Required” section of the application.
- 8 ½” X 11” Interior floor plan showing the secured room to be used for cultivation
- Check made payable to the City of Madera. See permit fee below.

Indoor Cannabis Cultivation Permit Total	\$149.00
Non-Refundable Fee due upon application	\$105.00
Due Upon Issuance	\$44.00

**§ 4-15.02 PROHIBITION**

(D) Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the city. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the city, even for medical purposes. In accordance with what is expressly permitted under state law, this prohibition will not be enforced for up to six cannabis plants grown within a single private legally occupied residence pursuant to a permit issued by the City of Madera. Cultivation of cannabis pursuant to this section shall be subject to the following requirements:

- (1) The six plants as provided for under this section and state law, shall be grown and maintained inside a locked space not accessible to juveniles.
- (2) There shall be no evidence of cultivation occurring noticeable from any public space or adjacent property. Evidence of cultivations includes odor emanating from the residence, visibility to the public of cannabis plants or equipment used to cultivate cannabis plants.
- (3) Areas in which cannabis may be cultivated pursuant to this code shall be equipped with a ventilation and filtration system designed and constructed in such a manner as to ensure odor does not escape the residence, and further prevents moisture and mold from endangering the health and safety of any occupants.
- (4) The use of any pressurized or flammable gas products for cultivation or processing of cannabis is prohibited.
- (5) Any chemicals used for the cultivation of cannabis shall be stored outside of the habitable areas of the residence, out of public view, and not easily accessible to children or pets.
- (6) Any alterations or additions to any portion of the residence for purposes of cultivating cannabis shall only be done in compliance with the applicable building and fire codes, including but not limited to plumbing and electrical.
- (7) A copy of the cultivation permit issued by the City of Madera for the residence must be displayed in a conspicuous place in the cultivation area.

(E) Any violations of this section is hereby declared to be a misdemeanor and shall be subject to a penalty as follows:

- (1) The penalty for each and every cannabis plant cultivated in violation of this section shall be a fine of one thousand dollars (\$1,000) per plant.
- (2) Each day a violation of this section is maintained shall be considered a separate violation and is subject to a fine of one thousand dollars (\$1,000) per plant fine.
- (3) Violations of any provision of this section shall be considered a separate violation hereunder and shall be subject to a fine of one thousand dollars (\$1,000) fine for each violation.

ORDINANCE NO. \_\_\_\_\_ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING SECTION 2 OF CHAPTER 15 OF TITLE IV (4-15.02) OF THE MADERA MUNICIPAL CODE PERTAINING TO THE CULTIVATION OF CANNABIS

**WHEREAS**, mindful of the fact that marijuana possession and use is prohibited under federal law and partially decriminalized under state law, it is the Council's intention that nothing in this ordinance shall be construed, in any way, to expand the rights of anyone to use or possess marijuana under state law; engage in any public nuisance; violate federal law, or engage in any activity in relation to the cultivation, distribution, testing or consumption of marijuana that is otherwise illegal. It is further the intent of the City Council of City of Madera to maintain local control over these matters to the fullest extent permitted by law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2 of Chapter 15 of Title IV, of the Madera Municipal Code is hereby amended as follows:

**§ 4-15.02 PROHIBITION.**

(A) Commercial cannabis activities of all types are expressly prohibited in all zones and all specific plan areas in the city. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the city.

(B) To the extent not already covered by subsection (A) above, all deliveries of medical cannabis are expressly prohibited within the city. No person shall conduct any deliveries that either originate or terminate within the city.

(C) This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license or other entitlement for any activity for which a state license is required under the MMRSA.

(D) Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the city. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the city, even for medical purposes. [In accordance with what is expressly permitted under state law, this prohibition will not be enforced for up to six cannabis plants grown within a single private legally occupied residence pursuant to a permit issued by the City of Madera. Cultivation of cannabis pursuant to this section shall be subject to the following requirements:

- (1) The six plants as provided for under this section and state law, shall be grown and maintained inside a locked space not accessible to juveniles.
- (2) There shall be no evidence of cultivation occurring noticeable from any public space or adjacent property. Evidence of cultivations includes odor emanating from the residence, visibility to the public of cannabis plants or equipment used to cultivate cannabis plants.

- (3) Areas in which cannabis may be cultivated pursuant to this code shall be equipped with a ventilation and filtration system designed and constructed in such a manner as to ensure odor does not escape the residence, and further prevents moisture and mold from endangering the health and safety of any occupants.
- (4) The use of any pressurized or flammable gas products for cultivation or processing of cannabis is prohibited.
- (5) Any chemicals used for the cultivation of cannabis shall be stored outside of the habitable areas of the residence, out of public view, and not easily accessible to children or pets.
- (6) Any alterations or additions to any portion of the residence for purposes of cultivating cannabis shall only be done in compliance with the applicable building and fire codes, including but not limited to plumbing and electrical.
- (7) A copy of the cultivation permit issued by the City of Madera for the residence must be displayed in a conspicuous place in the cultivation area.]

[(E) Any violations of this section is hereby declared to be a misdemeanor and shall be subject to a penalty as follows:

- (1) The penalty for each and every cannabis plant cultivated in violation of this section shall be a fine of one thousand dollars (\$1,000) per plant.
- (2) Each day a violation of this section is maintained shall be considered a separate violation and is subject to a fine of one thousand dollars (\$1,000) per plant fine.
- (3) Violations of any provision of this section shall be considered a separate violation hereunder and shall be subject to a fine of one thousand dollars (\$1,000) fine for each violation.]

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\* \* \* \* \*

# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 15, 2017

AGENDA ITEM NUMBER D-1

APPROVED BY

  
\_\_\_\_\_

DEPARTMENT HEAD

  
\_\_\_\_\_

CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE ORIGINAL MADERA KIWANIS CLUB SEEKING TO HAVE THE CITY COVER POLICE AND PUBLIC WORKS COSTS IN CONJUNCTION WITH THE DOWNTOWN MADERA LIGHTED CHRISTMAS PARADE**

## **RECOMMENDATION:**

It is the recommendation of staff that Council approve the request to have the City cover the costs of providing police and public works services in conjunction with the Lighted Christmas Parade.

## **SUMMARY:**

The Original Madera Kiwanis Club will be hosting the annual lighted Christmas parade on November 30, 2017 from 5:00pm to 8pm. It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

## **DISCUSSION:**

Mr. Dennis Smith, Madera Kiwanis Club President, has requested the City Council cover the costs of providing services associated with police and public works involvement with the event, i.e. traffic and crowd control and cleanup (see attached letter). The Kiwanis Club will obtain the appropriate encroachment permits for use of city streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by the Original Madera Kiwanis Club.

**FINANCIAL IMPACT:**

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about \$1,765 to pay for overtime and straight time for about two and a half hours of work. The sponsors request this amount of money be waived.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

City participation in the annual Christmas Parade supports the following Vision 2025 strategies:

- Strategy 317.4: "Develop and encourage festival, gatherings, and events . . . ."
- Strategy 332: "Expand comprehensive services for Madera's youth . . ."
- Strategy 313: "Provide year-round programs fostering community pride. . .".



## MADERA KIWANIS CLUB

November 30, 2017  
David Tooley  
City Administrator  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

Dear Mr. Tooley,

The Madera Kiwanis Club is producing the annual "The Lighted Christmas Parade" scheduled to occur November 30, 2017 from 6 pm to 8 pm with staging starting at 5:00 pm.

The parade requires extra police services and barricades to control traffic in the parade area. We also request cleaning of the sidewalks prior to the parade and cleanup after the parade by the Public Works Department. The Kiwanis Club will be paying for the barricades and detour signage and it is our hope that the city will once again cover the cost associated with the extra police and public works services.

As you know the Madera Kiwanis Club is a not for profit entity and all money earned through this event will be provided back to the community through scholarships, projects and other endeavors that serve our youth and community.

We would be deeply appreciative if you would present our request to the City Council. Should you need additional information I can be reached at 232-7777. I would also appreciate a notice on when our request will be presented to the Council so I may be in attendance in order to answer any questions.

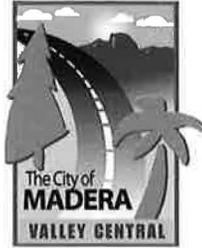
Thank you for your time!

Sincerely,

Dennis Smith  
Madera Kiwanis Club  
President

P.O. BOX 1122  
MADERA, CA 93639

# REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:  
November 15, 2017

AGENDA ITEM NUMBER:  
E-1

Approved By:

  
COMMUNITY DEVELOPMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: Discussion and Direction to Staff Regarding the Structure of the Development Impact Fee Program and Its Applicability to Public Agency Facility Projects**

## RECOMMENDATION:

Staff recommends that the Council provide direction to eliminate the application of all development impact fees to public agency development projects under both the existing fee program and the updated fee structure currently being developed.

## SUMMARY:

Earlier this year the City Council approved a contract with a consultant to assist with the update of the development impact fee program; that work is underway. As part of the update, clarification is required as to how the fee program will be applied to public agency building projects (City, Schools, Special Districts, County). Also, because several such projects are currently pending, staff recommends that whatever direction the Council wishes to provide on this matter be implemented immediately under the existing program.

## DISCUSSION:

The City's existing development impact fee ordinance and its backup documentation do not specifically address public agency projects. Most of the development fee categories are generally recognized as not being applicable to public agencies. The exception are those fees that serve as "connection" or "capacity" charges for wet utilities (sewer, water, storm drainage). The City has traditionally applied wet utility impact fees as capacity fees or connection charges to public agency projects. The application of connection fees to public buildings is not unusual, but it is not universal either. There are two basic perspectives on this matter:

1. Fees should be Required. All new buildings, including those constructed for public use, rely on the infrastructure paid for by the connection/capacity charges (development impact fees). If land is developed without paying fees, a funding gap is created that can only be filled by passing costs on to others.

2. Fees Should Not Be Charged. Buildings constructed for public use do not create new impacts; by definition, they accommodate the community and meet its needs. New infrastructure should be paid for through impact fees applied solely to the residential, commercial and industrial uses that create the demand for services.

Staff's recommendation is to build the fee program update with the assumption that public agencies will not be charged development impact fees as capacity/connection charges. This will improve the predictability of costs for public agency projects and allow greater investment in the new buildings themselves.

In addition to development impact fees, the City collects a "payback" amount from new development for the property owner's proportional cost of any existing sewer and water pipes that are in place. As a general rule, all properties are responsible for one-half of the cost of an 8" sewer and 8" water line along their project frontage, as this component is not eligible for reimbursement through the impact fee program. When a new development comes in and connects to a line that somebody else installed, they need to pay for their frontage costs. Because these amounts are used to reimburse the party that originally constructed the improvement, staff does not recommend eliminating the collection of these charges.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The 2025 Action Plan calls for an update to the impact fee program at least every two years. The recommended action is part of the 2017 Fee Program Update. The recommended action also coincides with the various strategies which call for the provision of infrastructure to accommodate population growth, and the development of a financial plan to prepare for future growth.

**FINANCIAL IMPACT:**

The recommended action would result in a reduction in the amount of fees and charges collected for sewer, water, and storm drainage connections. For the public agencies constructing the projects, a reduction in project costs in the same amounts would be realized. Two examples of fees for public agency projects which are now pending are outlined below:

<b>Fee Type</b>	<b>New City Fire Station</b>	<b>Virginia Lee Rose School</b>
Sewer	\$823	\$1,443
WW Treatment Plant	\$7,477	\$45,875
Storm Drainage	\$13,034	\$37,998
Water Pipes	\$706	\$4,329
Water Wells	\$1,303	\$7,996
<b>Total</b>	<b>\$23,344</b>	<b>\$97,641</b>