

**Regular Meeting of the Madera City Council  
and  
Special Meeting of the Madera City Council as the  
Groundwater Sustainability Agency  
205 W. 4<sup>th</sup> Street, Madera, California 93637**

**JOINT MEETING NOTICE AND AGENDA**

**Wednesday, December 5, 2018  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

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

**Council Member Elect Steve Montes, District 3  
Council Member Elect Santos Garcia, District 5**

**INVOCATION: Rev. Mr. Alan Shearer, St. Joachim 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 None.**

**INTRODUCTIONS Arnaldo Rodriguez, City Manager**

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – 12/06/17, 12/13/17, 12/20/17, 09/18/18
- B-2
  - A. Warrant Disbursement Report 10/30/18 – 11/12/18
  - B. Warrant Disbursement Report 11/1/18 – 11/26/18 (Report by Tim Przybyla)
- B-3 Water Conservation Report for 10/22/18 – 11/18/18 (Report by John Scarborough)
- B-4 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-5 Consideration of a Minute Order Accepting the Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)
- B-6 Consideration of a Minute Order Accepting the Reclamite Application on Various City Streets, City Project No. R-74 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)
- B-7 Consideration of a Minute Order Accepting the Chip Seal Application on Various City Streets, City Project No. R-75 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)
- B-8 Informational Report on Procurement of Emergency Services by Madera Pumps, Inc. at City of Madera Well 20 (Report by John Scarborough)
- B-9 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Agreement for Irma Morales for a CalHOME Owner-Occupied Residential Rehabilitation Program Loan and Authorizing the City Manager to Sign the Subordination Agreement on Behalf of the City of Madera (Report by Ivette Iraheta)
- B-10 Consideration of a Resolution Approving Establishing Budget Amendments to Account for Program Income in the HOME and CalHOME Assistance Programs (Report by Ivette Iraheta)
- B-11 Consideration of a Resolution Approving the Final Map for the Melanie Meadows Subdivision Phase I, Approving Subdivision Agreement, Authorizing Staff to Record Final Map and Subdivision Agreement, Accepting Dedication of Lands for Public Use and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and  
  
Consideration of a Resolution Approving Annexation of the Melanie Meadows Subdivision Phase I into Zone of Benefit 21D; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and

Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

- B-12 Consideration of a Resolution Approving a Memorandum of Understanding (MOU) Between City and State Center Community College Center District (District) for Madera Community College Center Max Expansion - Fixed Route 3 and Authorizing the Mayor to Execute the MOU on Behalf of the City (Report by Ivette Iraheta)
- B-13 Consideration of a Resolution Approving Business Subdivision Agreement for Trench and USS with Pacific Bell Telephone Company dba AT&T California for the Fire Station No. 58 Project (Report by Keith Helmuth)
- B-14 Consideration of a Minute Order Acceptance of the Construction of 2017-18 City ST. 3R and ADA Project City Project No. R-65 State Project No. LPPSB1L-5157(112) (Report by Keith Helmuth)
- B-15 Consideration of a Resolution Appointing Ramon Lopez-Maciell to the City of Madera Planning Commission (Report by Chris Boyle)
- B-16 Consideration of Resolution Approving a Request from the Madera Downtown Association to Utilize Parking District Funds for Crow Abatement Purposes and Authorizing and Approving Amendments to the City of Madera Fiscal Year 2018/2019 Budget (Report by Tim Przybyla)

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 0.69 Acres of Land Located at the Southeast Corner of the Intersection of Linden Street and West Park Drive from the R1 (Low Density Residential) Zone District to the PD 4500 (Planned Development) Zone District (APN: 006-360-016) (Report by Chris Boyle)
- C-2 Second Reading and Consideration of Adoption of an Ordinance Prezoning Approximately Twenty Acres Located on the West Side of Stadium Road South of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APN: 034-070-011) (Report by Chris Boyle)

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

There are no items for this section.

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

There are no items for this section.

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## COUNCIL REORGANIZATION

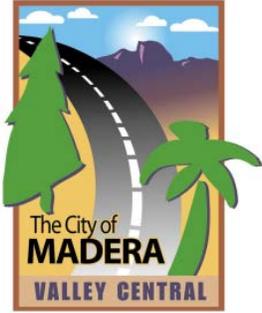
1. Consideration of a Resolution Declaring the Results of General Municipal Election Held on November 6, 2018 (Report by Sonia Alvarez)
2. Ceremonial Oath of Office - *Following Oath Outgoing Members Step Down and New Council Members Take Seat at Dais*  
  
Council Member Elect for District 1 - Cece Gallegos  
Council Member Elect for District 3 - Steve Montes  
Council Member Elect for District 5 - Santos Garcia
3. Consideration of Selection of Mayor Pro Tem (Report by Sonia Alvarez)
4. Presentation to Outgoing Council Members  
Council Member for District 3 – William Oliver  
Council Member for District 5 – Charles Rigby
5. Newly Elected Council Members Opportunity to Speak

**ADJOURNMENT** – Next regular meeting December 19, 2018

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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 joint meeting notice and agenda for the Regular Meeting of the Madera City Council and the Special Meeting of the Madera City Council as the Groundwater Sustainability Agency for December 5, 2018, near the front entrances of City Hall at 4:30 p.m. on November 29, 2018.

  
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Sonia Alvarez, City Clerk



## Return to Agenda

Item:	B-1
Minutes for:	12/06/17
Adopted:	12/05/18

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

December 6, 2017  
6:00 p.m.

Council Chambers  
City Hall

**CALL TO ORDER** - The meeting was called to order at 6:00 p.m.

#### **ROLL CALL:**

**Present:** 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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson and Lieutenant Brian Esteves.

**INVOCATION:** Pastor David Dougherty, Harvest Community Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the 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.

Eddie Block, residing in Madera, California, requested that the City help clean up downtown and consider revitalization and marketing of the downtown area.

**PRESENTATION** Parks Department Grant from PG&E for a Community Service Day in the Spring of 2018 (Presentation by PG&E)

Ann Kloose with PG&E introduced Erica Cabrera. Ms. Cabrera will be taking her place as the Public Affairs Representative. Ms. Kloose has taken another position with the company. Ms. Kloose presented the \$5,000 grant award to the City.

#### **A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR – REGULAR MEETING**

*Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.*

No items were pulled from the consent calendar.

**ON MOTION BY COUNCIL MEMBER RIGBY AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

- B-1 Minutes – 3/01/17
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 11/6/17 – 11/19/17 (Report by Dave Randall)
- B-4 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending September 30, 2017 (Report by Tim Przybyla)
- B-5 Consideration of a Resolution Approving an Agreement with the County of Madera for Outside City Limits Water and Sewer Connections for County Office Complex (Report by Dave Merchen)

**RES. NO. 17-189      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT FOR OUTSIDE CITY LIMITS WATER AND SEWER CONNECTIONS FOR COUNTY OFFICE COMPLEX BETWEEN THE CITY OF MADERA AND COUNTY OF MADERA**

- B-6 Consideration of a Resolution Approving an Addition and/or Amendment to Escrow Instructions Related to the Sale and Purchase of Real Estate for Parcel 16 Within the Freedom Industrial Park (Report by David Merchen)

**RES. NO. 17-190      A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS RELATED TO SALE AND PURCHASE OF REAL ESTATE FOR PARCEL 16 WITHIN THE FREEDOM INDUSTRIAL PARK**

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance Deleting in its Entirety Title X, Chapter 3, Section 513 (Secondary Dwelling Units) of the Madera Municipal Code and Replacing it with Title X, Chapter 3, Section 513 (Accessory Dwelling Units), and Amending Subsection 10-3.504.1 (R; Uses Allowed With Zoning Administrator Permit) in order to Address Recently Adopted State Laws, AB 2299 (Bloom) and SB 1069 (Wieckowski) (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, FURTHER READY WAS WAIVED, AND ITEM C-1, ORD. NO. 949 C.S. WAS ADOPTED BY A ROLL**

**CALL VOTE OF 5-2. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, OLIVER, RIGBY, ROBINSON. NOES: COUNCIL MEMBER HOLLEY, GALLEGOS.**

**ORD. NO. 949 C.S. AN ORDINANCE AMENDING THE MADERA MUNICIPAL CODE DELETING IN ITS ENTIRETY TITLE X, CHAPTER 3, SECTION 513 (SECONDARY DWELLING UNITS) OF THE MADERA MUNICIPAL CODE AND REPLACING IT WITH TITLE X, CHAPTER 3, SECTION 513 (ACCESSORY DWELLING UNITS), AND AMENDING SUBSECTION 10-3.504.1 (R; USES ALLOWED WITH ZONING ADMINISTRATOR PERMIT) IN ORDER TO ADDRESS RECENTLY ADOPTED STATE LAWS, AB 2299 (BLOOM) AND SB 1069 (WIECKOWSKI)**

C-2 Second Reading and Consideration of Adoption 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)

Lieutenant Brian Esteves presented the report.

The ordinance was read by title by the City Clerk.

The motion by Council Member Rodriguez and seconded by Council Member Foley Gallegos was withdrawn by Council Member Rodriguez due to further reading not waived.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, FURTHER READING WAS WAIVED, AND ITEM C-2, ORD. NO. 950 C.S. WAS ADOPTED BY A ROLL CALL VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, OLIVER, RIGBY, GALLEGOS, ROBINSON. NOES: COUNCIL MEMBER HOLLEY.**

**ORD. NO. 950 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**

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

E-1 Consideration of Selection of Mayor Pro Tem (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented the report.

Council Member Oliver made a motion to name Council Member Rodriguez as Mayor Pro Tem. The motion was seconded by Council Member Gallegos and passed unanimously by a vote of 7-0.

Mayor Medellin thanked Council Member Gallegos for her service as Mayor Pro Tem.

**F. COUNCIL REPORTS**

Council Member Robinson reported on his attendance at the League of Cities Strategic Goal Setting session.

Council Member Gallegos thanked her colleagues for helping her during her year as Mayor Pro Tem.

Council Member Gallegos reported on the community meeting she attended in Tulare where Dr. Castro was the guest speaker. The discussion centered on transportation to college for students.

Council Member Rigby provided an update on three more families moving to Pomona Ranch. He also volunteered the City to adopt a Pomona Ranch family for the holiday.

Council Member Oliver announced that the Toys for Tots Toy Drive is going on at Walmart.

**G. CLOSED SESSION**

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 6:30 p.m. to discuss items G-2, G-4, G-5 and G-6 as listed on the agenda. Item G-3 was pulled due to matter has been resolved.

G-2 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

212 E. 6<sup>th</sup> St. APN: 007-191-017  
Agency Negotiators: Steve Frazier & Lester Jorgensen  
Negotiating Party: Sams Prop Inv. LLC, Satvir Singh  
Under Negotiations: Price and Terms

G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9 (d)(2) - 1 case

G-4 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-5 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-6 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-7 Closed Session Report – City Attorney

The Council returned from closed session at 7:51 p.m. with all members present.

Items G-2, G-5 and G-6 – No reportable action.

Item G-4 – The Council unanimously affirmed the decision of the Civil Service Commission.

**ADJOURNMENT** – The meeting was adjourned at 7:52 p.m. Next regular meeting 12/20/17.

**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.

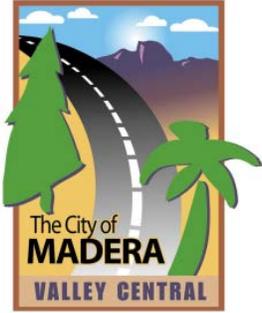
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SONIA ALVAREZ, City Clerk

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ANDREW J. MEDELLIN, Mayor

Item:	B-1
Minutes for:	12/13/17
Adopted:	12/05/18



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

**December 13, 2017  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER** – The special meeting of the Madera City Council was called to order at 6:00 p.m.

*The regular meeting of the Madera City Council as the Successor Agency to the Former Madera Redevelopment Agency, the special meeting of the Madera City Council as the Successor Housing Agency, and the regular meeting of the Housing Authority of the City of Madera were also called to order.*

**ROLL CALL** – Roll was called for all agencies.

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

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, and City Engineer Keith Helmuth.

**INVOCATION:**               Pastor David Dougherty, Harvest Community Church

**PLEDGE OF ALLEGIANCE:**   Mayor Medellin led in the 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.

Public comment was opened for all agencies.

Renee Benoit, local realtor, referred to the Public Employee Discipline/Dismissal closed session item and requested that the Council not lay off or furlough rank and file employees. She also expressed concerns regarding executive salaries and asked that the City spend taxpayer dollars on services not salaries.

Eddie Block, residing in Madera, California, stated he was told by the Downtown Association that the proper venue to address downtown revitalization is at the council meeting. He also shared concerns regarding unlicensed vendors in the downtown area.

April Molina, residing in Madera, California, referred to the marijuana discussion at the last meeting. She expressed concerns regarding the \$1,000 fine for those who break the rules. She fears that it will increase homelessness. She also announced that Love Madera is April 21, 2018.

Khalid Chaudhry, business owner in Madera, California, referred to the Pistoresi article and spoke regarding high salaries and the retaliation against his tenant being given the run around. He offered \$100,000 of his own money to investigate city managers and others who are involved.

Velvet Rhoads, business owner in Madera, California, stated she won't retire like a lot of folks that work for city and state. She referred to past requests by the Friends of the Madera Animal Shelter for funding and none was granted.

Mayor Medellin moved to the Housing Authority meeting (6:13 p.m. – 6:50 p.m.), followed by the Successor Agency meeting (6:52 p.m. – 7:16 p.m.). The special City Council meeting was called back to order at 7:16 p.m.

**PRESENTATIONS** – None.

**INTRODUCTIONS** – None.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

*Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.*

No items were pulled from the consent calendar.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

B-1 Consideration of a Resolution Authorizing the Submission of a Local Update of Census Addresses Operation (LUCA) Application on Behalf of the City of Madera (Report by Chris Boyle)

**RES. NO. 17-192 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE 2020 LOCAL UPDATE OF CENSUS ADDRESSES OPERATION**

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

There are no items for this section.

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

There are no items for this section.

**F. COUNCIL REPORTS**

No reports were given.

**G. CLOSED SESSION**

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 7:17 p.m. to discuss items G-2 and G-3 as listed on the agenda.

G-2 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-3 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 8:19 p.m. with all members present.

Item G-2 – The Council unanimously approved an agreement concerning resignation for purposes of retirement for the City Administrator.

Item G-3 – No reportable action.

**ADJOURNMENT** - Meeting adjourned at 8:20 p.m. Next regular meeting 12/20/17.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

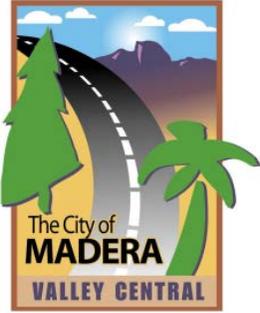
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

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SONIA ALVAREZ, City Clerk

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ANDREW J. MEDELLIN, Mayor



**Return to Agenda**

Item:	B-1
Minutes for:	12/20/17
City Adopted:	12/05/18
MPFA Adopted	_____

**MINUTES OF A REGULAR MEETING  
OF THE MADERA CITY COUNCIL  
And  
SPECIAL MEETING OF THE MADERA PUBLIC  
FINANCING AUTHORITY  
CITY OF MADERA, CALIFORNIA**

**December 20, 2017  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER** – The meeting was called to order at 6:00 p.m.

*The special meeting of the Housing Authority of the City of Madera was also called to order.*

**ROLL CALL:** - Roll was called for all agencies.

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

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, Lieutenant Gino Chiaramonte, Interim Division Fire Chief Matt Watson, and Battalion Chief Jim Forga.

**INVOCATION:** Pastor David Dougherty, Harvest Community Church

Pastor David Votaw of Harvest Community Church gave the invocation in place of Pastor Dougherty.

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the 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.

Rachel Martin spoke on behalf of Sierra Valley Almonds. She distributed a timeline to the Council regarding water for the property located in the County. She expressed frustrations regarding the process that has been going on for a year.

Mark Turmon, owner of Sierra Valley Almonds, spoke regarding the investment they are making for their new plant. He expressed concerns regarding the run around they have been receiving over the last year from the City regarding permits.

Khalid Chaudhry, business owner in Madera, California, spoke regarding moral and technical mandate and advised that tiered water rates have been declared unconstitutional by the Supreme Court.

Rob Teran expressed safety concerns. He mentioned Maple Street, Stadium Road and Yosemite Avenue and asked that the City fix roads. He also had questions regarding bike lanes and his water bill.

Johanna Torres, resident of Madera, California, spoke regarding spending and that they keep in mind that this is a low-income community. She also referred to what's been on the news and asked that the Council agendaize that.

Justin (last name not given) spoke regarding the need to educate the community on the effects of climate change.

Marylin Delejia thanked Mayor Medellin and Council Members Oliver and Rodriguez for meeting with Madera Votes. She asked that they keep in mind everything they discussed and that they hope to have future discussions.

Vickie Sloan, residing in Madera, California, expressed concerns regarding salaries; whether the Council had considered the individual who is willing to take on challenges of the City Administrator for a lower salary; that people are watching to see what they do; and the potential for a recall.

Gabriela Angeles spoke regarding salaries, growth in surrounding cities, the deficit and asked that they look at alternatives and do something about it.

Michelle Garcia, residing in Madera, California, agreed with the last speaker. She stated she is not in favor of excessive salaries when this town has nothing to offer. She wants change or will take it to the voting polls.

Jose Gomez, residing in Madera, California, stated he feels Madera should come first as a City. He loves the City and people here are amazing.

Mayor Medellin moved to the Housing Authority meeting (6:28 p.m. – 6:33 p.m.). The City Council and Madera Public Financing Authority joint meeting was called back to order at 6:33 p.m.

**PRESENTATIONS** – None.

**INTRODUCTIONS** – None.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

*Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.*

No items were pulled from the consent calendar.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

- B-1 Minutes – 3/15/17
- B-2 Warrant Disbursement Report (Report by Tim Przybyla)
- B-3 Bi-Weekly Water Conservation Report for 11/20/17 – 12/10/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Accepting Grant Funding from Kaiser Foundation Hospitals (KFH) for the Madera Heal Zone III Project, Approving the Grant Agreement with KFH and Authorizing the City Administrator to Execute the Agreement and Related Documents on Behalf of the City; and

Consideration of a Resolution Amending the FY 2017 – 18 Parks and Community Services Budget to Recognize the Proceeds of the Grant and Appropriate Funds to Specified Accounts (Report by Mary Anne Seay)

**RES. NO. 17-193      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING GRANT FUNDING FROM KAISER FOUNDATION HOSPITALS (KFH) FOR THE MADERA HEAL ZONE III PROJECT, APPROVING THE GRANT AGREEMENT WITH KFH AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY**

**RES. NO. 17-194      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FY 2017-18 PARKS AND COMMUNITY SERVICES BUDGET TO RECOGNIZE THE PROCEEDS OF A KAISER FOUNDATION HOSPITALS GRANT AND TO APPROPRIATE FUNDS TO SPECIFIED ACCOUNTS**

- B-5 Consideration of a Minute Order Approving Settlement of a Claim Filed with Nationwide Insurance Company for Property Damage (Report by Wendy Silva)
- B-6 Consideration of a Minute Order Rejecting a Claim filed by Maribel Shaw (Report by Wendy Silva)
- B-7 Consideration of a Minute Order Rejecting a Claim filed by F. Loduca Co. (Report by Wendy Silva)
- B-8 Consideration of a Resolution Approving an Agreement between the City of Madera and Thales Consulting, Inc. to Prepare and File the City’s Financial Transactions Report, the Financing Authority Special District Report, and the Annual Transit Report for Fiscal Years 16/17, 17/18 and 18/19 and Authorizing the Mayor to Execute the Three-Year Agreement (Report by Tim Przybyla)

**RES. NO. 17-195      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND THALES CONSULTING, INC. TO PREPARE AND FILE CITY’S FINANCIAL TRANSACTIONS REPORT, THE FINANCING AUTHORITY SPECIAL DISTRICT REPORT, AND THE ANNUAL TRANSIT REPORT FOR FISCAL YEARS 16/17, 17/18 AND 18/19 AND AUTHORIZING THE MAYOR TO EXECUTE THE THREE YEAR AGREEMENT**

- B-9 Consideration of Resolution Approving a Grant of Easement Agreement with the County of Madera for an Easement Needed to Construct a Portion of the Gateway/UPRR Trail Undercrossing, Authorizing the Mayor to Sign the Agreement on Behalf of the City and

Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

**RES. NO. 17-196**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A GRANT OF EASEMENT AND AGREEMENT WITH THE COUNTY OF MADERA FOR AN EASEMENT NEEDED TO CONSTRUCT A PORTION OF THE GATEWAY/UPRR TRAIL UNDERCROSSING, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

B-10      Consideration of a Resolution Approving a Lease Agreement with First Transit, Inc. for its Office at the Intermodal Facility and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Ivette Iraheta)

**RES. NO. 17-197**      **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A LEASE WITH FIRST TRANSIT, INC. FOR ITS OFFICE AT THE INTERMODAL FACILITY**

B-11      Consideration of a Resolution Appointing Linda Clark, Cynthia Ortegon, and Alex Salazar as Members of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)

**RES. NO. 17-198**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING LINDA CLARK, CYNTHIA ORTEGON, AND ALEX SALAZAR AS MEMBERS OF THE CITY OF MADERA TRANSIT ADVISORY BOARD**

B-12      Consideration of a Resolution Approving a Contract with PredPol, Inc. to Provide Predictive Policing Crime Analytics Services and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Brian Esteves)

**RES. NO. 17-199**      **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH PREDPOL, INC. TO PROVIDE PREDICTIVE POLICING CRIME ANALYTICS SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-13      Consideration of a Resolution Approving a Contract with Vigilant Solutions, LLC to Provide Automatic License Plate Reader Equipment, Data Collection and Software Access and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Brian Esteves)

**RES. NO. 17-200**      **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH VIGILANT SOLUTIONS, LLC TO PROVIDE AUTOMATIC LICENSE PLATE READER SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-14      Consideration of a Resolution Approving the Award of Contract for E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal Installation City Project No. TS 17-02, CDBG Project No. B17MC060053 (REBID) in the Amount of \$516,310 to Bush Engineering, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management Contingencies of Up to 10% as Approved by the City Engineer, and

Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 17-201**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR E. YOSEMITE AVENUE (SR 145) & ELM AVENUE TRAFFIC SIGNAL INSTALLATION CITY PROJECT NO. TS 17-02, CDBG PROJECT NO. 817MC060053 (REBID) IN THE AMOUNT OF \$516,310 TO BUSH ENGINEERING, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT CONTINGENCIES OF UP TO 10% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-15      Consideration of a Resolution Approving the Award of Contract for Water Main Installations at Various Locations City Project No. W 16-03 to Emmett's Excavation Inc., Authorizing Construction Contingencies of Up to 10% as Approved by the City Engineer, Construction Management and Inspection Costs Up to 5% and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2017/18 Capital Fund Budget for Water Main Installations at Various Locations City Project No. W 16-03 (Keith Helmuth)

**RES. NO. 17-202**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS CITY PROJECT NO. W 16-03, IN THE AMOUNT OF \$671,037.00 TO EMMETT'S EXCAVATION INC., AND AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AS APPROVED BY THE CITY ENGINEER AND CONSTRUCTION MANAGEMENT AND INSPECTION COSTS UP TO 5% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**RES. NO. 17-203**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2017/18 CAPITAL PROJECTS BUDGET FOR THE INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. W 16-03**

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

C-1      Consideration of a Resolution of the Madera City Council Approving a Lease, a Sublease and an Assignment Agreement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Lease Financing  
(City – Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report for items C-1 and C-2 concurrently due to related subject matter and action required by both agencies. Also presenting was Municipal Advisor Ken Dieker of Del Rio Advisors.

**ON MOTION BY COUNCIL MEMBER RIGBY AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 17-204, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 17-204**      **RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE, A SUBLEASE AND AN ASSIGNMENT AGREEMENT;**

**AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE LEASE FINANCING**

- C-2 Consideration of a Resolution of the Madera Public Financing Authority Approving a Lease, a Sublease and an Assignment Agreement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Lease Financing (MPFA – Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report for items C-1 and C-2 concurrently due to related subject matter and action required by both agencies. Also presenting was Municipal Advisor Ken Dieker of Del Rio Advisors.

**ON MOTION BY AUTHORITY MEMBER HOLLEY, AND SECONDED BY AUTHORITY MEMBER RODRIGUEZ, ITEM C-2, MPFA RES. NO. 17-04, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**MPFA RES. NO. 17-04 A MADERA PUBLIC FINANCING AUTHORITY RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE, A SUBLEASE AND AN ASSIGNMENT AGREEMENT; AND AUTHORIZING THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE LEASE FINANCING**

**D. WRITTEN COMMUNICATIONS**

- D-1 Request for Letter in Support of the San Joaquin Joint Powers Authority (SJJPA) and the San Joaquin Regional Rail Commission's (SJRRC) Transit and Intercity Rail Capital Program (TIRCP) Grant Application (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented the report. Dhillon Stone with Madera County Transportation Commission was also present to answer questions.

Members of the Council expressed concerns regarding the possible relocation of the Amtrak Station from Road 26 to Avenue 12 as part of the study and potential impact on future development in the City. The Council tabled the item until they have additional information. Mr. Stone offered to facilitate a workshop with Mr. Dan Leavitt of the San Joaquin Joint Powers Authority.

Gayle McIntyre, Eddie Block, April Molina, Al Galvez and Ed McIntyre spoke against moving the station.

**E. ADMINISTRATIVE REPORTS**

- E-1 Consideration of a Resolution Approving a Cooperative Agreement with the County of Madera and the City of Chowchilla to Facilitate Intergovernmental Collaboration to Benefit the Greater Madera County Area (Report by Sonia Alvarez)

Mayor Medellin provided background information on the potential collaboration between the agencies through the Cooperative Agreement.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM E-1, RES. NO. 17-205 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 17-205 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A COOPERATIVE AGREEMENT WITH THE COUNTY OF MADERA AND THE CITY OF CHOWCHILLA TO FACILITATE INTERGOVERNMENTAL COOPERATION TO BENEFIT THE GREATER MADERA COUNTY AREA**

- E-2 Discussion and Appointment of Interim City Administrator and Appointment of Ad Hoc Committee to Negotiate Terms and Conditions of Appointment (Report by Brent Richardson)

City Attorney Brent Richardson presented the report.

**MAYOR MEDELLIN MADE A MOTION TO APPOINT THE CHIEF OF POLICE STEVE FRAZIER AS THE INTERIM CITY ADMINISTRATOR. THE MOTION WAS SECONDED BY COUNCIL MEMBER OLIVER AND PASSED UNANIMOUSLY BY A VOTE OF 7-0.**

**MAYOR MEDELLIN AND COUNCIL MEMBERS OLIVER AND RIGBY WERE APPOINTED TO SERVE ON THE AD HOC COMMITTEE.**

**F. COUNCIL REPORTS**

Council Member Robinson reported on his attendance at the Pomona Ranch Ribbon Cutting.

Council Member Foley Gallegos announced that Fire Chief David Allen retired after 33 years.

Council Member Rigby reported on the Pomona Ranch Housing for homeless families, the success of the program, and thanked staff for adopting a family for the holiday.

Council Member Rigby referred to comments that they are a poor City and they are not. He also spoke regarding other comments that have been made that bring division to the City.

Council Member Rigby expressed his gratitude to Chief Frazier for his professionalism, for bringing in more officers with Measure K voted in by the voters, taking the position this evening, and for the Police Department's great work.

Council Member Rigby spoke regarding the success of grants obtained by the Parks and Community Services Department over time as well as other grants obtained by the City.

Council Member Rigby thanked former City Administrator David Tooley and expressed his appreciation for his leadership and a job well done including the Freedom Industrial Park.

Council Member Holley also thanked David Tooley who is a great friend.

Council Member Holley commented that it took an article in the paper for people to come, that the Council does not take this lightly, and if people don't vote then they have nothing to say. He also stated his appreciation to City staff.

Mayor Pro Tem Rodriguez commended Madera Votes for visiting with members of the Council separately and thanked them for keeping them accountable.

Mayor Pro Tem Rodriguez reported on his attendance at the Pomona grand opening and commended Council Member Rigby on the program.

Council Member Oliver stated he has the utmost confidence in Chief Frazier to lead the City. He also thanked staff and encouraged them to stay focused.

Council Member Oliver reported that there is potential grant funding to become available through SB1. He commended the Grant Administrator Ivette Iraheta and her staff for working with other agencies on the Sustainable Communities Grant for downtown.

Mayor Medellin welcomed input from the public. He stated that they are transparent and open to ideas and suggestions. He encouraged people to come to City Hall and express their concerns.

Mayor Medellin reported on his attendance at Pomona Ranch. He also recognized his mother Marge Medellin who is attending this evening and shared that she was part of a team in the late 70's/early 80's where the land for Pomona Ranch was donated.

Members of the Council wished all happy holidays.

**G. CLOSED SESSION**

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:19 p.m. to discuss items G-2 and G-3 as listed on the agenda.

G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

G-3 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 8:32 p.m. with all members present.

Item G-2 - No reportable action.

Item G-3 - The Council unanimously approved an agreement concerning resignation for purposes of retirement for the Executive Director of the Successor Agency to the Former Redevelopment Agency.

**ADJOURNMENT** - The meeting was adjourned at 8:33 p.m. Next regular meeting January 3, 2018.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

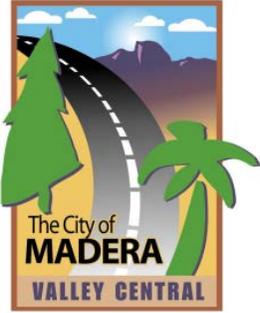
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

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SONIA ALVAREZ, City Clerk

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ANDREW J. MEDELLIN, Mayor



**Return to Agenda**

Item:	B-1
Minutes for:	09/18/18
Adopted:	12/05/18

**MINUTES OF A SPECIAL JOINT  
MEETING OF THE MADERA CITY COUNCIL AND  
THE CITY OF MADERA PLANNING COMMISSION  
CITY OF MADERA, CALIFORNIA**

**September 18, 2018  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER** – The meeting was called to order at 6:02 p.m.

**ROLL CALL:**

**Present:**

**Madera City Council**

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

**City of Madera Planning Commission**

Chairperson Robert Gran Jr.  
Vice Chairperson Israel Cortes  
Commissioner Bruce Norton  
Commissioner Kenneth Hutchings  
Commissioner Pamela Tyler  
Commissioner Richard Broadhead

**Absent:**

**City of Madera Planning Commission**

Commissioner Jim DaSilva

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Acting Planning Manager Chris Boyle, Planning Administrative Assistant Brandi Garcia, Assistant Planner Jesus Orozco, and Assistant Planner Rob Holt.

**INVOCATION:** Council Member Holley

**PLEDGE OF ALLEGIANCE:** Mayor Medellin led in the 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.

No comments were offered.

**Agenda Items**

1. A Noticed Public Workshop to Provide for Review of and Input Concerning the Proposed Comprehensive Update of Title X, Chapter 3: Zoning, Last Updated in 1992, in Order to Provide for Consistency with the 2009 General Plan (Presentation by Chris Boyle)

Acting Planning Manager Chris Boyle presented the report. Mr. Boyle's report included information on workshops held with the Planning Commission; an overview of the General Plan and the proposed comprehensive update of the zoning code including sample tables reflecting format changes to the land use schedule and development standards, zoning map update, new zone districts, parking, site plan review; and next steps toward adoption.

General comments by members present included: continue and improve upon project team and linkage between Community Development Departments to provide guidance for existing and new development requests; consider developing a general check off list of requirements to provide to businesses and developers; encourage use of Development Review Committee process; discussion on possible expansion of downtown district; downtown façade improvements and potential trigger of site plan review process; clarification on Accessory Dwelling Units to increase density; and mixed use in downtown area for residential and commercial.

Concurrence was reached for staff to move forward with scheduling a public hearing before the Planning Commission.

## 2. Commissioner Reports

Chairperson Gran shared that this was a successful meeting and expressed the importance of working together.

## 3. Council Reports

Council Member Rigby shared his appreciation for the opportunity to meet with the Planning Commission.

Council Member Robinson reported on his attendance at the League of Cities General Assembly.

Council Member Gallegos shared that it is an honor to sit with the Planning Commission and requested a copy of tonight's PowerPoint.

Council Member Holley shared that this was a good meeting and they should meet every two years.

Council Member Oliver thanked the Planning Commission for their service and agreed that they need to do this more often.

Mayor Medellin also thanked the Planning Commission for their service.

**ADJOURNMENT** - The meeting was adjourned at 7:40 p.m. Next regular meeting June 20, 2018

## **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

City of Madera

Council Meeting Of December 5, 2018  
Agenda Item No. B-2A

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 11/21/2018

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

October 30th, 2018 to November 12, 2018

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

General Warrant:	19804 - 19965	\$	2,710,113.84
Wire Transfer	Union Bank Payroll and Taxes	\$	918,126.88
Wire Transfer	SDI	\$	2,252.39
Wire Transfer	Cal Pers	\$	124,346.84

Respectfully submitted,



Tim Przybyla  
Financial Services Director

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**  
**November 21st, 2018**

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
19804	11/02/2018	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 11/02/18 PAYROLL	1,274.21
19805	11/02/2018	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT OCTOBER 2018 & 1 YR MAINT AGREEMENT	2,665.13
19806	11/02/2018	AT&T	10/18 CALNET 3 SERVICES	2,853.27
19807	11/02/2018	SUNRUN INSTALLATION SERVICES	REFUND CANCELLED PERMIT #20172271 FEE	132.94
19808	11/02/2018	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD NOV 2018	261,631.55
19809	11/02/2018	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD OCT 2018	264,900.25
19810	11/02/2018	BSK ASSOCIATES	WATER SAMPLES/3RD QTR 2018 WATER SAMPLING	3,761.00
19811	11/02/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 11/02/18 PAYROLL	2,290.58
19812	11/02/2018	CALIFORNIA DEPARTMENT OF JUSTICE	SEP 2018 BLOOD ALCOHOL ANALYSIS	1,820.00
19813	11/02/2018	DIVISION OF AERONAUTICS	SHARED MAINTENANCE 1ST QTR FY 18/19	4,927.74
19814	11/02/2018	CANON FINANCIAL SERVICES	09/18 CONTRACT CHARGES 3091/7-15-70-23	3,876.75
19815	11/02/2018	CITY OF MADERA	SMART IRRIGATION CONTROL REBATE APPLY TO ACCT 9922283	94.05
19816	11/02/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 9908719	100.00
19817	11/02/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 11/02/2018 PAYROLL	977.49
19818	11/02/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL & DOT RECERT EXAM	712.50
19819	11/02/2018	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SVS SEPTEMBER 2018	175.00
19820	11/02/2018	COSTTREE, LLC	ANNUAL LICENSE AGREEMENT 06/09/2018 - 06/08/2019	2,499.00
19821	11/02/2018	DIAMOND COMMUNICATIONS	NOV 2018 TELEPHONE ANSWERING SERVICE	115.00
19822	11/02/2018	ECONOMIC DEVELOPMENT COMMISSION	EDC COMMISSION 2ND QTR BILLING FY 18/19	43,782.33
19823	11/02/2018	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATIONS VARIOUS LOCATIONS PMT #5	70,584.67
19824	11/02/2018	FERGUSON ENTERPRISES, INC.	10" FLEX CHECK VALVE FOR WELL #20	2,765.08
19825	11/02/2018	FIDELITY NATIONAL TITLE COMPANY	INDIAN PARK TITLE GUARANTEE REPORT APN 038-030-27	500.00
19826	11/02/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 10/16/18 - 10/31/18	9,393.75
19827	11/02/2018	FIRST TRANSIT INC.	ROUTE 3 SERVICE AUG 2018 & ROUTE 1&2/DAR SVS AUG 2018	83,597.69
19828	11/02/2018	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	04/18 - 09/18 SENIOR SITE SUPPLIES	852.19
19829	11/02/2018	FRESNO REPROGRAPHICS	PRINTING SERVICES FOR THE MADERA TRANSIT FACILITY	5,864.99
19830	11/02/2018	FRESNO TRUCK CENTER	2019 FREIGHTLINER WATER TRUCK	89,543.87
19831	11/02/2018	KRAZAN & ASSOCIATES, INC.	INDIAN PARK PHASE II SUBSURFACE ASSESSMENT	7,000.00
19832	11/02/2018	LARS ANDERSEN & ASSOCIATES, INC.	PROFESSIONAL SVS-STAKES ONSITE SCOPE & FLD CALC	2,428.80
19833	11/02/2018	LEAGUE OF CALIF. CITIES	MEAL LOCC DIVISION MTG 10/4/18	25.00
19834	11/02/2018	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES MA020-00001 & MA020-00051 SEP 2018	602.00
19835	11/02/2018	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE NOVEMBER 2018	8,853.76
19836	11/02/2018	LSA ASSOCIATES, INC	VILLAGE D-EIR SEPTEMBER 2018	3,377.42
19837	11/02/2018	MADERA COUNTY SUPERINTENDENT OF SCHOOLS	MEMBERSHIP DUES MADERA COMPACT 11/1/18-10/31/19	100.00
19838	11/02/2018	MADERA COUNTY TAX COLLECTOR	2019 PROPERTY TAX 038-050-018-000	275.72
19839	11/02/2018	MADERA COUNTY TAX COLLECTOR	2019 PROPERTY TAX 037-040-004-000	460.14
19840	11/02/2018	MADERA COUNTY TREASURER	AUGUST 2018 PARKING PENALTIES	139.50
19841	11/02/2018	MADERA COUNTY TREASURER	SEPTEMBER 2018 PARKING PENALTIES	265.50
19842	11/02/2018	MADERA TRIBUNE	EMPLOYMENT ADS 10/3-10/17	502.15
19843	11/02/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/02/2018 PAYROLL	2,433.58
19844	11/02/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/02/2018 PAYROLL	8,830.42
19845	11/02/2018	WADE BRILL	OFFICE CUBICLES FOR GRANTS	3,487.15
19846	11/02/2018	HENRY, RAYMOND	TURF REPLACEMENT REBATE (18-17)	1,845.00
19847	11/02/2018	MEINZER, CRAIG	TURF REPLACEMENT REBATE (18-10)	3,000.00
19848	11/02/2018	MORGAN, CHRIS	TURF REPLACEMENT REBATE (17-38)	1,176.00
19849	11/02/2018	PETERS, KARRIE	TURF REPLACEMENT REBATE (18-12)	2,965.00
19850	11/02/2018	WESTGATE APARTMENTS	TURF REPLACEMENT REBATE (18-15)	2,000.00
19851	11/02/2018	YAND, LINDA	TURF REPLACEMENT REBATE (18-11)	2,000.00
19852	11/02/2018	RODRIGUEZ JR, AURELIO	REIMBURSEMENT FOR WATER/SEWER CHARGES	3,981.42
19853	11/02/2018	PACIFIC GAS & ELECTRIC	10/18 SERVICES	16,273.92
19854	11/02/2018	PHOENIX GROUP INFO SYS	CITATION FOR AUGUST 2018 & SEPTEMBER 2018	1,082.16
19855	11/02/2018	PIERCE CONSTRUCTION	ASPHALT PATCH SANTA CRUZ & OLIVE AVE	20,281.20
19856	11/02/2018	POLYDYNE INC.	SLUDGE DEWATERING CHEMICALS	5,500.57
19857	11/02/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL-CHUMLEY NOV 2018	148.50
19858	11/02/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MEDICAL BILL-CHUMLEY NOV 2018	198.00
19859	11/02/2018	ROSAS, DIANA	NOTARY TEST FEE REIMBURSEMENT	40.00
19860	11/02/2018	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS ON 09/26/18	114.83
19861	11/02/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 11/02/18 PAYROLL	150.00
19862	11/02/2018	SUPERIOR VISION INC.	NOVEMBER 2018 VISION INSURANCE	2,516.49
19863	11/02/2018	SYMBOL ARTS	STATE SEAL BADGES - PD	354.00
19864	11/02/2018	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL-303.34 TONS & 212.04 TONS	16,203.55
19865	11/02/2018	TAMARACK PEST CONTROL	OCTOBER 2018 PEST CONTROL SVS	510.00
19866	11/02/2018	TESEI PETROLEUM, INC.	FUEL 10/1/18-10/20/18 FOR CDF & PROPANE & WWTP FUEL	1,866.95
19867	11/02/2018	THE FREEMAN LAW FIRM,	REIMBURSEMENT OF APPRAISAL SVS (APN: 035-080-026)	3,400.00
19868	11/02/2018	TRAFFIC LOOPS CRACKFILLING, INC.	EMERGENCY REPAIR/INSTALLATION OF LOOP DETECTORS	3,700.00
19869	11/02/2018	AGUILAR GRISEL FRIAS	UTILITY BILLING CREDIT REFUND	44.51
19870	11/02/2018	ALVARADO LORENA	UTILITY BILLING CREDIT REFUND	141.74
19871	11/02/2018	AVANCE JUANITA JEAN	UTILITY BILLING CREDIT REFUND	211.80
19872	11/02/2018	CHAVEZ IMONIE AND CHRISTOPHER AND REYES JAMIE	UTILITY BILLING CREDIT REFUND	38.65
19873	11/02/2018	CITY OF MADERA OR WILSON ANABEL	UTILITY BILLING CREDIT REFUND	226.97
19874	11/02/2018	COOPER ROBERT S OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.99
19875	11/02/2018	CORONA GUADALUPE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	151.49

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
19876	11/02/2018	ERVIN JAMES AND MARILYN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	103.32
19877	11/02/2018	EVANS MICHAEL	UTILITY BILLING CREDIT REFUND	101.64
19878	11/02/2018	FRIESEN, KEVIN	UTILITY BILLING CREDIT REFUND	151.69
19879	11/02/2018	GONZALEZ OCTAVIO AND ROCIO	UTILITY BILLING CREDIT REFUND	45.19
19880	11/02/2018	INDEPENDENT PROPERTY MANAGEMENT	UTILITY BILLING DEPOSIT REFUND	87.15
19881	11/02/2018	JUAREZ EZEQUIEL	UTILITY BILLING DEPOSIT REFUND	38.05
19882	11/02/2018	KENCO INVESTMENTS INC	UTILITY BILLING CREDIT REFUND	826.31
19883	11/02/2018	LOPEZ SANTIAGO C AND MARTHA A OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.77
19884	11/02/2018	MENDOZA ASHLEIGH	UTILITY BILLING CREDIT REFUND	102.69
19885	11/02/2018	NEVAREZ GINA AND RUIZ JAYLEN	UTILITY BILLING CREDIT REFUND	24.72
19886	11/02/2018	RACKLEY RON	UTILITY BILLING DEPOSIT REFUND	183.07
19887	11/02/2018	RACKLEY RON	UTILITY BILLING DEPOSIT REFUND	195.15
19888	11/02/2018	REALTY FRESNO	UTILITY BILLING DEPOSIT REFUND	19.76
19889	11/02/2018	REYES ANA	UTILITY BILLING CREDIT REFUND	136.63
19890	11/02/2018	SANCHEZ CASTRO FEDERICO	UTILITY BILLING CREDIT REFUND	107.76
19891	11/02/2018	SAVAGE SHIRLEY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	111.45
19892	11/02/2018	TEPPER RAY AND LINDA	UTILITY BILLING DEPOSIT REFUND	23.33
19893	11/02/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 11/02/18 PAYROLL	24,500.24
19894	11/02/2018	VILLA GARDENING SERVICE INC	OCT 2018 ACCORNERO PARK LAWN SERVICE	275.00
19895	11/02/2018	WILLDAN FINANCIAL SERVICES	CFD FEES FOR NOVEMBER 2018	835.27
19896	11/02/2018	HARRY D. WILSON INC.	PURCHASE OF SPRAY CLEANER	5.41
19897	11/09/2018	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON 10/21/18 & 10/28/18	2,340.00
19898	11/09/2018	AMERICAN BUSINESS MACHINES	STAPLES FOR COPY MACHINE - MAIL ROOM	73.61
19899	11/09/2018	BANK OF NEW YORK MELLON	DISSEMINATION AGENT/TRUSTEE FEE NOV 2018-OCT 2019	2,014.00
19900	11/09/2018	BANK OF THE WEST	IN CAR CAMERA - CONTRACT #200-0783220-001	8,713.46
19901	11/09/2018	BSK ASSOCIATES	WATER SAMPLES	456.00
19902	11/09/2018	BSN SPORTS	THUNDER USSSA CLASSIC SOFTBALLS	178.58
19903	11/09/2018	CREATIVE COPY	NOV 2018 MAX MONTHLY PASSES	21.65
19904	11/09/2018	CUSHMAN CONTRACTING CORPORATION	WWTP REHAB PROJECT - OCT 2018	529,028.77
19905	11/09/2018	FIRST REPUBLIC BANK	MADERA WWTP REHAB PROJECT - OCT 2018	27,843.62
19906	11/09/2018	DATAPROSE, LLC	OCT 2018 STATEMENTS/NEWSLETTERS/48HR NOTICES	9,758.20
19907	11/09/2018	DEPT OF HOUSING & COMMUNITY DEVELOPMENT	REIMBURSE FOR NSP PROGRAM INCOME-3713 ISLA VISTA C	54,500.00
19908	11/09/2018	DIAMOND COMMUNICATIONS	SECURITY & FIRE ALARM MONITORING DEC 2018	437.00
19909	11/09/2018	DOORS OF HOPE PREGNANCY CARE CENTER	1ST QTR 18/19 REIMBURSEMENT FOR RENT	2,400.00
19910	11/09/2018	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS - OCT 2018	400.00
19911	11/09/2018	EMMETT'S EXCAVATION, INC.	SURFACE SEALS AT VARIOUS CITY STREETS SEP 2018	584,817.77
19912	11/09/2018	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	150.00
19913	11/09/2018	FRESNO CITY COLLEGE	REGISTRATION/PARKING PERMIT FEES	1,865.00
19914	11/09/2018	HALE, DAVID P	PROFESSIONAL SERVICES	1,000.00
19915	11/09/2018	LEGACY K9 INC.	K9 BI-MONTHLY MAINTENANCE TRAINING SEP-OCT 2018	1,733.32
19916	11/09/2018	MADERA TRIBUNE	NOV 2018 PC MEETING/DRC NOTICE/PUBLISH ORD 955 CS ADS	1,279.00
19917	11/09/2018	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEES SEPTEMBER 2018	349,674.18
19918	11/09/2018	OCCU-MED, LTD.	EXAM SVS PROVIDED FOR 3 POLICE OFFICERS	2,550.00
19919	11/09/2018	PACIFIC GAS & ELECTRIC	10/18 SERVICES	40,253.65
19920	11/09/2018	PIERCE CONSTRUCTION	REMOVE & REPLACE DAMAGED ASPHALT	25,230.07
19921	11/09/2018	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE 9/20/18-10/20/18	501.90
19922	11/09/2018	RESERVE ACCOUNT	08/18-11/18 PREPAID POSTAGE METER USAGE	1,200.00
19923	11/09/2018	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE - NOVEMBER 2018	13,693.79
19924	11/09/2018	SILVA'S AUTO BODY	VEHICLE #6302 DAMAGE REPAIRS	2,575.95
19925	11/09/2018	STATE WATER RESOURCES CONTROL BOARD	ANNUAL WWTP LABORATORY CERTIFICATION FEES	2,741.00
19926	11/09/2018	STATE WATER RESOURCES CONTROL BOARD	WATER DIST GRADE 3 OPERATOR CERT FEE - O GARCIA	120.00
19927	11/09/2018	TERRAFORM POWER, LLC.	10/18 ELECTRIC UTILITIES SVS - WWPT	17,701.82
19928	11/09/2018	TESEI PETROLEUM, INC.	FUEL 10/13/18 - 10/31/18 CDF	772.31
19929	11/09/2018	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	267.45
19930	11/09/2018	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS OCTOBER 2018	121.40
19931	11/09/2018	ANDREOTTI SILVA	UTILITY BILLING CREDIT REFUND	88.33
19932	11/09/2018	BAKER CLYDE	UTILITY BILLING DEPOSIT REFUND	36.85
19933	11/09/2018	BANDA MARY	UTILITY BILLING CREDIT REFUND	161.61
19934	11/09/2018	CABALLERO NOE	UTILITY BILLING CREDIT REFUND	150.00
19935	11/09/2018	CANO ERIKA	UTILITY BILLING CREDIT REFUND	252.92
19936	11/09/2018	CASTILLO REYES NOE OR CITY OF MADERA GARCIA CHRIST	UTILITY BILLING CREDIT REFUND	151.28
19937	11/09/2018	CHANDLER MARY LOU	UTILITY BILLING CREDIT REFUND	195.38
19938	11/09/2018	CRUZ-CASTRO FLORENTINA	UTILITY BILLING CREDIT REFUND	78.70
19939	11/09/2018	CURIEL SOCORRO C/O JACQUE AND COMPANY	UTILITY BILLING DEPOSIT REFUND	71.74
19940	11/09/2018	DVP LP	UTILITY BILLING CREDIT REFUND	174.44
19941	11/09/2018	FLORES GUSTAVO AND MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.21
19942	11/09/2018	FLORES HOLDINGS LLC	UTILITY BILLING CREDIT REFUND	114.46
19943	11/09/2018	GONZALEZ BEATRICE	UTILITY BILLING CREDIT REFUND	143.65
19944	11/09/2018	GOVETT GINGER	UTILITY BILLING CREDIT REFUND	86.69
19945	11/09/2018	HATMAKER F M	UTILITY BILLING DEPOSIT REFUND	12.49
19946	11/09/2018	KATO KEVIN	UTILITY BILLING CREDIT REFUND	136.36
19947	11/09/2018	MAKLANI ANIS	UTILITY BILLING CREDIT REFUND	129.72
19948	11/09/2018	MARTINEZ LUPE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	146.56
19949	11/09/2018	MURRAY HAYLEY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	99.66

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
19950	11/09/2018	NOEL LESLIE	UTILITY BILLING CREDIT REFUND	103.88
19951	11/09/2018	PORTILLO MERCEDES	UTILITY BILLING CREDIT REFUND	144.05
19952	11/09/2018	REALTY FRESNO	UTILITY BILLING DEPOSIT REFUND	22.37
19953	11/09/2018	RUBIO MIGUEL	UTILITY BILLING CREDIT REFUND	149.89
19954	11/09/2018	SANDHU MUKHTAR SINGH	UTILITY BILLING CREDIT REFUND	131.03
19955	11/09/2018	SOLIS B IRENE	UTILITY BILLING CREDIT REFUND	11.29
19956	11/09/2018	TERRY WAYNE	UTILITY BILLING CREDIT REFUND	129.28
19957	11/09/2018	THAO YIA	UTILITY BILLING CREDIT REFUND	18.92
19958	11/09/2018	VASQUEZ SR JOSE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.00
19959	11/09/2018	VIDEGAIN JENNIFER OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.19
19960	11/09/2018	WHITE HAWK PROPERTIES A CA CORPORATION	UTILITY BILLING CREDIT REFUND	183.09
19961	11/09/2018	ZUBER MICHAEL	UTILITY BILLING DEPOSIT REFUND	65.87
19962	11/09/2018	VALENZUELA, RICARDO	PER DIEM-QUALIFIED APPLICATOR CERT EXAM 11/16 & 17	91.50
19963	11/09/2018	VERIZON WIRELESS	PD & PW AIR CARDS SVS 09/11/18 - 10/10/18	228.06
19964	11/09/2018	WEST COAST ARBORISTS INC	TREE PRUNING 10/1/18-10/15/18	855.00
19965	11/09/2018	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES - PD	107.36
Bank # 1 - Union Bank General Account Total				2,710,113.84

City of Madera

Council Meeting Of December 05, 2018  
Agenda Item No. B-2 B

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 12/05/2018

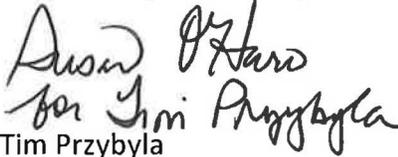
Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

November 13th, 2018 to November 26th, 2018

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

General Warrant:	19966 - 20115	\$	1,020,883.65
Wire Transfer	Union Bank Payroll and Taxes	\$	678,850.95
Wire Transfer	SDI	\$	2,823.61
Wire Transfer	Cal Pers	\$	-

Respectfully submitted,

  
Tim Przybyla  
Financial Services Director

CITY OF MADERA  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT  
November 26th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
19966	11/16/2018	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR NOVEMBER 2018	180.00
19967	11/16/2018	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 11/16/18 PAYROLL	1,274.21
19968	11/16/2018	AIRLINK AUTOMATION	PRINTER/SCANNER SUPPLIES	1,259.00
19969	11/16/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE NOV 2018 - ENGINEERING DEPT	90.00
19970	11/16/2018	AMERITAS LIFE INSURANCE CORP.	DECEMBER 2018 DENTAL INSURANCE	15,175.76
19971	11/16/2018	ARAMARK UNIFORM SERVICES	10/18 UNIFORM INVOICES	5,042.39
19972	11/16/2018	AT&T	10/18 CALNET 3 SERVICES	1,738.62
19973	11/16/2018	AT&T	10/18 CALNET 3 SERVICES	1,389.29
19974	11/16/2018	BSK ASSOCIATES	WATER SAMPLES	456.00
19975	11/16/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 11/16/18 PAYROLL	2,290.58
19976	11/16/2018	CALIFORNIA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES JUL - SEP 2018	1,972.98
19977	11/16/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS - 10/03/2018	115.99
19978	11/16/2018	CITY OF MADERA	11/18 UTILITIES ACCT# 003040431-8	165.00
19979	11/16/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCT #6725051	78.20
19980	11/16/2018	CITY OF MADERA	11/18 UTILITIES ACCT# 003040441-0	211.13
19981	11/16/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 11/16/2018 PAYROLL	977.49
19982	11/16/2018	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN OCTOBER 2018	150.00
19983	11/16/2018	CPS HR CONSULTING	DISPATCHER EXAMS	482.90
19984	11/16/2018	EMMETT'S EXCAVATION, INC.	WELL 27 PIPELINE OUTFALL EXTENSION - ALMOND/PINE	10,930.40
19985	11/16/2018	ESPINOZA SEWER SERVICE	TOILET CLEANING	50.00
19986	11/16/2018	EVERBRIDGE, INC.	NIXLE ENGAGE	3,978.67
19987	11/16/2018	FRESNO CITY COLLEGE	REGISTRATION FEE FOR M MCCOMBS - PD	1,080.00
19988	11/16/2018	FRESNO MADERA AREA AGENCY ON AGING	09/18 SENIOR NON USDA QUALIFIED MEALS	5.07
19989	11/16/2018	HERC RENTALS	WATER TRUCK RENTAL 10/07/18 - 11/06/18	1,586.95
19990	11/16/2018	JAMES PALMER APPRAISALS, INC.	RIGHT OF WAY APPRAISALS HOWARD RD/WESTBERRY BLVD	1,250.00
19991	11/16/2018	M A C E A	NOVEMBER 2018 MONTHLY DUES	2,450.00
19992	11/16/2018	M P O A	NOVEMBER 2018 MONTHLY DUES	7,485.48
19993	11/16/2018	M.C.E.A.	NOVEMBER 2018 MONTHLY DUES	365.00
19994	11/16/2018	MADERA UNIFIED SCHOOL DISTRICT	OCTOBER 2018 - CNG TRANSIT FUEL USAGE	2,390.35
19995	11/16/2018	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR PD - LT. J ARNOLD	696.70
19996	11/16/2018	MID-MGMT EMPLOYEE GROUP	NOVEMBER 2018 MONTHLY DUES	690.00
19997	11/16/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/16/2018 PAYROLL	2,355.98
19998	11/16/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/16/2018 PAYROLL	9,607.75
19999	11/16/2018	OVERLAND, PACIFIC & CUTLER LLC	RELOCATION CONSULTATION SVS- OLIVE AVE PROJECT	5,337.50
20000	11/16/2018	CABRERA, JESSICA	REFUND OVERPMT FOR PARKING CITE #36805	50.00
20001	11/16/2018	MORENO, JULIA	REFUND FOR DISMISSED PARKING CITE #37353	107.00
20002	11/16/2018	MOSQUEDO, SILVERIO	REFUND OVERPAYMENT ON PARKING CITATION #35703	3.00
20003	11/16/2018	PACIFIC GAS & ELECTRIC	10/18 SERVICES	278.89
20004	11/16/2018	RIGBY, CHARLES	PARTIAL MILEAGE REIMB FOR LOCC 9/12-9/14	148.42
20005	11/16/2018	SALEM ENGINEERING GROUP	STRUCTURAL ASSESSMENT FOR RDA BLDG	1,200.00
20006	11/16/2018	SEABURY, COPELAND & ANDERSON	POLICY RENEWAL- CRIME POLICY	4,477.00
20007	11/16/2018	SEQUOIA PUMPING, INC.	ANAEROBIC DIGESTER MAINTENANCE	800.00
20008	11/16/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTINS FOR 11/16/18 PAYROLL	150.00
20009	11/16/2018	STATE WATER RESOURCES CONTROL BOARD	RENEWAL FEE FOR T2 CERTIFICATION - RENE LARA	110.00
20010	11/16/2018	TALLEY OIL, INC.	CHIP SEAL APPLICATION ON VARIOUS CITY STREETS PROJ	377,060.94
20011	11/16/2018	TELFER HIGHWAY TECHNOLOGIES	RECLAMITE APPLICATION ON VARIOUS CITY STREETS	179,190.96
20012	11/16/2018	TESEI PETROLEUM INC.	FUEL 10/21/18 - 10/31/18	14,370.24
20013	11/16/2018	AYON NUBIA OR THE CITY OF MADERA	UTILITY BILLING CREDIT REFUND	42.39
20014	11/16/2018	CANTU EDWARD	UTILITY BILLING CREDIT REFUND	217.06
20015	11/16/2018	CARDENAS MARIA G	UTILITY BILLING CREDIT REFUND	171.64
20016	11/16/2018	CARDENAS SANTIAGO	UTILITY BILLING CREDIT REFUND	199.97
20017	11/16/2018	CHIA JESUS C	UTILITY BILLING DEPOSIT REFUND	6.55
20018	11/16/2018	CITY OF MADERA OR SANCHEZ LILIA IRENE	UTILITY BILLING CREDIT REFUND	126.79
20019	11/16/2018	COMMUNITY DEVELOPMENT FUND IV REO LLC	UTILITY BILLING CREDIT REFUND	138.62
20020	11/16/2018	DE LA GARZA VANESSA	UTILITY BILLING DEPOSIT REFUND	45.72
20021	11/16/2018	DIAS BRIAN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.52
20022	11/16/2018	FRANCO JUAN A AND FRANCO BRENDA I OR CITY OF MADER	UTILITY BILLING CREDIT REFUND	28.65
20023	11/16/2018	GARCIA-LEE TERESA	UTILITY BILLING CREDIT REFUND	36.06
20024	11/16/2018	GARICA GERARDO	UTILITY BILLING CREDIT REFUND	264.21
20025	11/16/2018	GONZALEZ MONICA	UTILITY BILLING CREDIT REFUND	2.39
20026	11/16/2018	GONZALEZ RAYMOND OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	49.44
20027	11/16/2018	GUZMAN AMADOR	UTILITY BILLING CREDIT REFUND	111.95
20028	11/16/2018	HAWKINS MICHAEL	UTILITY BILLING CREDIT REFUND	224.02
20029	11/16/2018	HERNANDEZ PETRA AND SANTIAGO ESTEVES	UTILITY BILLING CREDIT REFUND	166.70
20030	11/16/2018	INDEPENDENT PROPERTY MANAGEMENT	UTILITY BILLING DEPOSIT REFUND	26.42
20031	11/16/2018	JAMESON MARTHA	UTILITY BILLING CREDIT REFUND	142.56
20032	11/16/2018	LANDRITH SUE AND JIM	UTILITY BILLING CREDIT REFUND	143.44
20033	11/16/2018	LARA ELENA	UTILITY BILLING CREDIT REFUND	75.25
20034	11/16/2018	LEMASTER HEATHER LEE	UTILITY BILLING CREDIT REFUND	132.08
20035	11/16/2018	LOPEZ JOSE D AND YESSENIA	UTILITY BILLING CREDIT REFUND	131.58
20036	11/16/2018	LOPEZ LUCERITA	UTILITY BILLING CREDIT REFUND	55.52
20037	11/16/2018	MADERA COUNTY ADMINISTRATION	UTILITY BILLING DEPOSIT REFUND	32.13

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20038	11/16/2018	MARES MARIA	UTILITY BILLING CREDIT REFUND	16.90
20039	11/16/2018	NEAL DOUGLAS	UTILITY BILLING CREDIT REFUND	145.67
20040	11/16/2018	NWOKOCHA LUCKY	UTILITY BILLING CREDIT REFUND	90.95
20041	11/16/2018	ORTEGON JR ANTONIO	UTILITY BILLING CREDIT REFUND	34.51
20042	11/16/2018	PEREZ JOSE	UTILITY BILLING CREDIT REFUND	149.02
20043	11/16/2018	PINEDA FANDILA	UTILITY BILLING CREDIT REFUND	157.78
20044	11/16/2018	RAMIREZ VASQUEZ FRANCISCO	UTILITY BILLING CREDIT REFUND	96.59
20045	11/16/2018	REYES ENEDINA	UTILITY BILLING CREDIT REFUND	152.19
20046	11/16/2018	RODRIGUES ALDINA AND JOSE	UTILITY BILLING DEPOSIT REFUND	33.28
20047	11/16/2018	RODRIGUEZ RAUL	UTILITY BILLING CREDIT REFUND	143.75
20048	11/16/2018	RUIZ ALEXIS	UTILITY BILLING CREDIT REFUND	18.88
20049	11/16/2018	SANCHEZ MELISSA	UTILITY BILLING CREDIT REFUND	49.38
20050	11/16/2018	SANDOVAL GENEVIEVE	UTILITY BILLING CREDIT REFUND	120.94
20051	11/16/2018	SIMONIAN STEPHANIE	UTILITY BILLING DEPOSIT REFUND	142.95
20052	11/16/2018	SUAREZ GERARDO AND MARINA JASSO	UTILITY BILLING CREDIT REFUND	43.61
20053	11/16/2018	VERDUZCO ADELITA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.73
20054	11/16/2018	VILLAGOMEZ ELVIRA	UTILITY BILLING CREDIT REFUND	148.27
20055	11/16/2018	WILSON ANABEL	UTILITY BILLING DEPOSIT REFUND	112.91
20056	11/16/2018	UNITED RENTALS, INC	ROAD PLATES	2,227.57
20057	11/16/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 11/16/18 PAYROLL	24,423.95
20058	11/16/2018	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE 08/01/18-08/15/18	79,448.00
20059	11/16/2018	HARRY D. WILSON INC.	TIRE PURCHASE, MOUNT, & BALANCE, 2014 HONDA #66002	289.54
20060	11/21/2018	5.11, INC	PURCHASE OF UNIFORMS/BOOTS FOR L DONALDSON-CE	686.60
20061	11/21/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEES NOVEMBER 2018	4,601.00
20062	11/21/2018	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT NOVEMBER 2018	1,303.44
20063	11/21/2018	AMERICAN MOBILE SHREDDING	SHREDDING SVS FOR PD	280.00
20064	11/21/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE MED BILL DECEMBER 2018	1,730.64
20065	11/21/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL DEC 2018 - G. SKEELS	169.80
20066	11/21/2018	AT&T	10/18 CALNET 3 SERVICES	9,513.54
20067	11/21/2018	AT&T	10/18 CALNET 3 SERVICES	528.19
20068	11/21/2018	SUNRUN INSTALLATION SERVICES	REFUND FOR CANCELLED PERMIT #20181328	477.86
20069	11/21/2018	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ FINGERPRINT APPS	306.00
20070	11/21/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS - HIT & RUN 10/17/18	99.68
20071	11/21/2018	CITY OF MADERA	HOSE BIB TIMER X3 REBATE APPLY TO ACCT 9122002	80.69
20072	11/21/2018	CITY OF MADERA	MULCH REBATE APPLY TO ACCT 9921651	100.00
20073	11/21/2018	CITY OF MADERA	TOILET RPLCMNT REBATE APPLY TO ACCT 9122002	100.00
20074	11/21/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 9892561	100.00
20075	11/21/2018	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 9909742	200.00
20076	11/21/2018	CITY OF MADERA	TOILET/INSTALL X2 REBATE APPLY TO ACCT 9918130	350.00
20077	11/21/2018	CITY OF MADERA	TOILET/INSTALL X2 REBATE APPLY TO ACCT 9521772	380.00
20078	11/21/2018	COMCAST	11/14 - 12/13 SVS 8155500320092096	122.42
20079	11/21/2018	CREATIVE COPY	PARKING VIOLATION BOOKS FOR PD	967.47
20080	11/21/2018	CUMMINS PACIFIC LLC	REPAIR TO TRANSFER SWITCH	2,346.23
20081	11/21/2018	DEPARTMENT OF MOTOR VEHICLES	SALVAGE TITLE FOR UNIT 6007-LIC 1449369, VIN 55000	21.00
20082	11/21/2018	DUNN, JACOB	PER DIEM - FTO SCHOOL 12/2/18-12/7/18	418.00
20083	11/21/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 11/01/18 - 11/15/18	7,218.75
20084	11/21/2018	FOSS, DAN	PER DIEM - POST MANAGEMENT SCHOOL 12/2/18-12/6/18	333.00
20085	11/21/2018	FRESNO POLICE DEPARTMENT	FCC POLICE ACADEMY/EVOC TRAINING FEE 10/15-10/26	488.00
20086	11/21/2018	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL FEE 2019 - D LAWSON	570.00
20087	11/21/2018	KER'S GAS & LUBE, INC.	SEPTEMBER 2018 PD CAR WASHES	370.50
20088	11/21/2018	MADERA TRIBUNE	NOV PC MEETING AD 11/3/18	399.75
20089	11/21/2018	MADERA UNIFORM & ACCESSORIES	DBL MAG HOLDER	53.54
20090	11/21/2018	MARTINEZ, ANTHONY	PER DIEM - FTO SCHOOL 12/2/18-12/7/18	428.00
20091	11/21/2018	AGUILAR, BENJAMIN	TURF REPLACEMENT REBATE (18-16)	2,967.00
20092	11/21/2018	MUNIZ, BROOKE	TURF REPLACEMENT REBATE (18-13)	3,000.00
20093	11/21/2018	PACIFIC GAS & ELECTRIC	10/18 SVS 0443905948-8	10.51
20094	11/21/2018	AMBROSIO, MARTIN	PARK DEPOSIT REFUND - ROTARY PAVILION	50.00
20095	11/21/2018	ARRELLANO, FROY	PARK DEPOSIT REFUND - LTC BALL FIELD 8	50.00
20096	11/21/2018	BARAJAS, MARIA	PARK DEPOSIT REFUND - LTC PAVILION	50.00
20097	11/21/2018	LOPEZ, CARMEN	FACILITY DEPOSIT REFUND - BERGON CENTER	100.00
20098	11/21/2018	MARROQUIN, SANDY	PARK DEPOSIT REFUND - LTC PAVILION	50.00
20099	11/21/2018	NAVAREZ, ESPIE	PARK DEPOSIT REFUND - MSR PAVILION	50.00
20100	11/21/2018	SUAREZ, MOSES	FACILITY DEPOSIT REFUND - PAN AM GYM	500.00
20101	11/21/2018	TORRES, RODOLFO	PARK DEPOSIT REFUND - LTC PAVILION	50.00
20102	11/21/2018	VASQUEZ, FILIMON	PARK DEPOSIT REFUND - MCNALLY BASKETBALL COURTS	50.00
20103	11/21/2018	PIERCE CONSTRUCTION	ASPHALT PATCH 208 KREST AVE	16,160.45
20104	11/21/2018	RAFTELIS FINANCIAL CONSULTANTS, INC.	CONSULTING SERVICES OCTOBER 2018	2,600.00
20105	11/21/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL-CHUMLEY DEC 2018	148.50
20106	11/21/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE MEDICAL BILL-CHUMLEY DEC 2018	198.00
20107	11/21/2018	OROZCO, JORGE A	PURCHASE OF REAL PROP RIGHT OF WAY 011-310-001	500.00
20108	11/21/2018	ROSAS, DIANA	REIMB FOR OATH FILING @ MADERA CO FOR NOTARY	34.50
20109	11/21/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIGN - FIRE STATION #8	1,076.08
20110	11/21/2018	TERRAFORM POWER, LLC.	ELECTRIC UTILITIES DECEMBER 2017	16,065.16
20111	11/21/2018	SYMBOL ARTS	STATE SEAL BADGE	64.00

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20112	11/21/2018	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	7,534.28
20113	11/21/2018	TESEI PETROLEUM, INC.	FUEL 11/01/18 - 11/10/18	12,162.77
20114	11/21/2018	US BANK CORPORATE PAYMENT SYSTEMS	10/18 CAL-CARD CHARGES	150,189.35
20115	11/21/2018	VERIZON WIRELESS	CC IPAD SVS 10/11/18 - 11/10/18	304.08
			Bank # 1 - Union Bank General Account Total	1,020,883.65

# REPORT TO CITY COUNCIL

MEETING DATE: December 5, 2018

AGENDA ITEM NUMBER: B-3

Approved By:

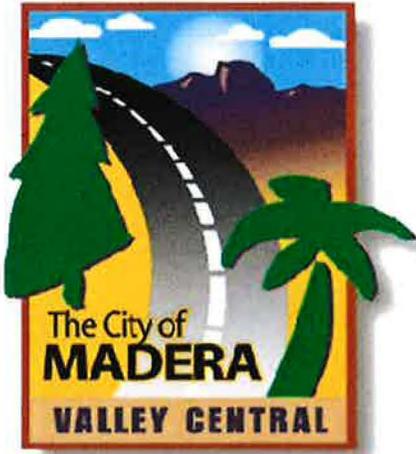


INTERIM PUBLIC WORKS DIRECTOR



CITY ADMINISTRATOR

*Acting*



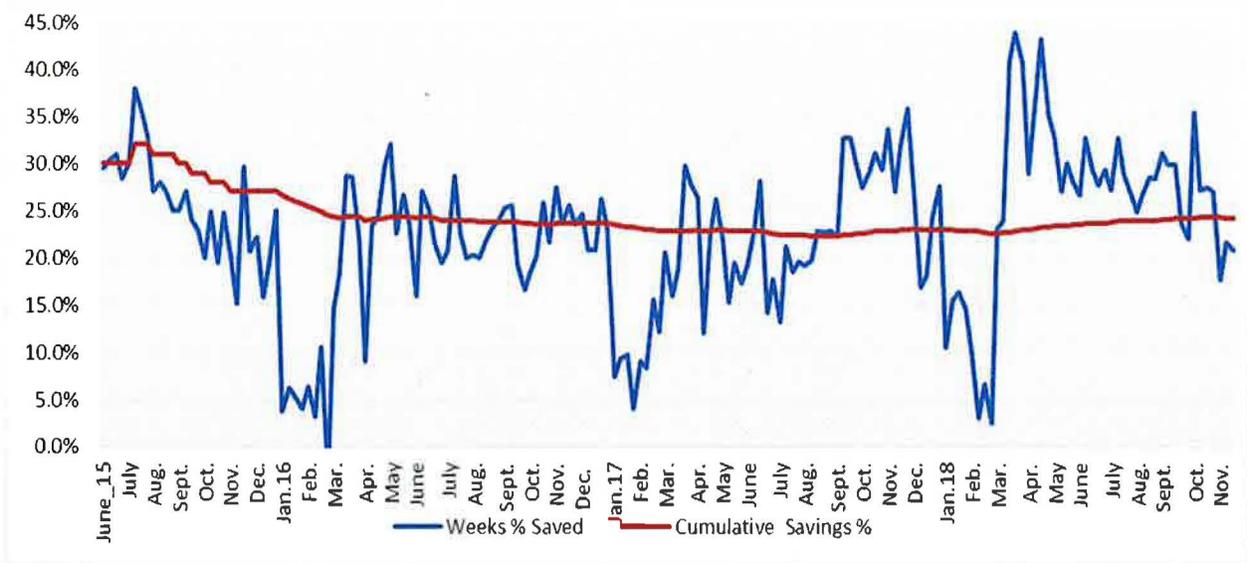
**SUBJECT:** Water Conservation Report for October 22<sup>nd</sup> through November 18th

**RECOMMENDATION:** Staff recommends that Council review the attached 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 in the chart, the City's average monthly water conservation rate for the period from October 22<sup>nd</sup> through November 18th is decreased at 22% from 30% for the same period in 2017. Below is the most current water conservation data.





**CONSERVATION OUTREACH:** As part of our local outreach and education, water conservation and rebate information presentations were made at the following events.

**Conservation Outreach**

**Events**

National Night Out Connect 10/18/18 approx. 250 contacts  
Pomegranate Festival – 11/3/18 – approx. 500 contacts

**Facebook and Twitter Postings**

Watering regulations schedule, event notices, water conservation tips and rebate info.

**Utility Billing Newsletter-October and November Billing**

Watering Schedule and articles on conservation tips

**Neighborhood Watch Participation**

St. Montelena Ct. Neighborhood -District 2 – 11/13/18  
Petite Ave. Neighborhood -District 2 – 11/15/18

**WATER CONSERVATION CITATIONS:** The water conservation citation staff made a total of 252 individual public contacts. Below is the most current enforcement data.

**ENFORCEMENT**

<b>Individual Contacts</b>	<b>252</b>	<b>1<sup>st</sup> offenses (\$75)</b>	<b>58</b>
<b>Verbal Warnings</b>	<b>59</b>	<b>2<sup>nd</sup> offenses (\$200)</b>	<b>3</b>
<b>Maintenance Notices</b>	<b>29</b>	<b>3<sup>rd</sup> or more offense (\$500)</b>	<b>0</b>

**WATER METERS:** In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency during this reporting period, the water meter staff performed various repair and/or meter programming at 120 properties. Customer concern investigations were conducted and the investigations resulted in discovery of leaks at 20 properties, need for irrigation adjustments at 6 properties.

**WATER CONSERVATION REBATES:** To date, a total of approximately **\$50,000** in rebate dollars have been awarded this fiscal year. Outreach efforts have been increased by adding information on Twitter and Facebook for the rebate program and water conservation tips and supplying information at the Neighborhood Watch meetings. In addition, easier access to the rebate program information and applications on the city's website homepage has been made and online application submittals are now available. Visits to the local vendors are planned to discuss the rebate program opportunities and supply them with flyers and information for their customers.

**SYSTEM CAPACITY:** The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity. See report below.

**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

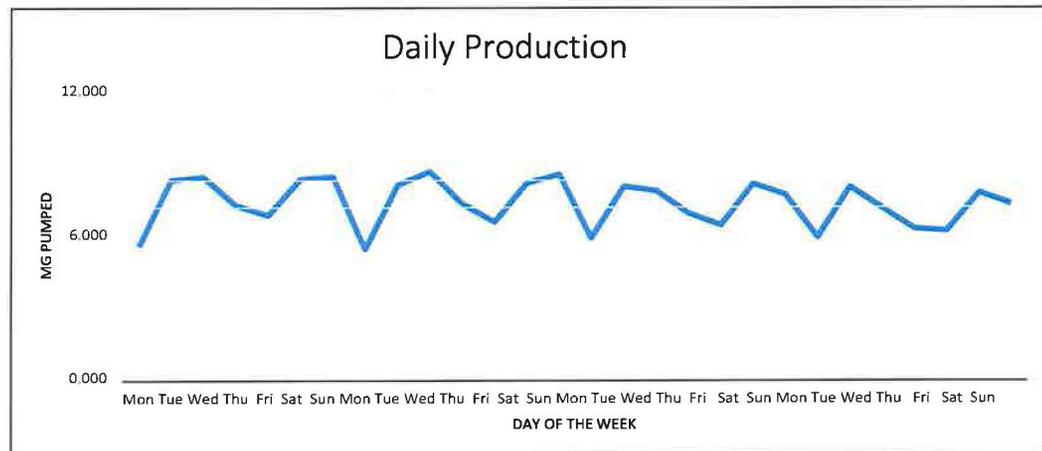
**STATUS REPORT October 22nd NOVEMBER 18TH, 2018  
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY**

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
10/22/2018	Mon	84	5.536	7pm-8pm	44	780,000	16	8	8	9777	Yes	Yes	Yes	Yes
10/23/2018	Tue	79	8.277	8pm-9pm	43	780,000	16	9	7	7687	Yes	Yes	Yes	Yes
10/24/2018	Wed	81	8.415	8pm-9pm	44	780,000	16	10	6	5968	Yes	Yes	Yes	Yes
10/25/2018	Thu	81	7.234	8pm-9pm	43	780,000	16	9	7	8577	Yes	Yes	Yes	Yes
10/26/2018	Fri	84	6.813	8pm-9pm	45	780,000	16	7	9	10457	Yes	Yes	Yes	Yes
10/27/2018	Sat	87	8.318	8pm-9pm	44	780,000	16	10	6	6777	Yes	Yes	Yes	Yes
10/28/2018	Sun	84	8.421	8pm-9pm	44	780,000	16	10	6	7347	Yes	Yes	Yes	Yes
10/29/2018	Mon	75	5.397	7pm-8pm	44	780,000	16	8	8	9015	Yes	Yes	Yes	Yes
10/30/2018	Tue	74	8.072	7pm-8pm	44	780,000	16	10	6	6947	Yes	Yes	Yes	Yes
10/31/2018	Wed	77	8.639	8pm-9pm	44	780,000	16	8	8	9427	Yes	Yes	Yes	Yes
11/1/2018	Thu	79	7.312	8pm-9pm	30	780,000	16	9	7	8577	Yes	Yes	Yes	Yes
11/2/2018	Fri	82	6.547	7pm-8pm	44	820,000	16	8	8	9487	Yes	Yes	Yes	Yes
11/3/2018	Sat	79	8.134	8pm-9pm	44	820,000	16	9	7	8347	Yes	Yes	Yes	Yes
11/4/2018	Sun	83	8.519	8pm-9pm	34	820,000	16	9	7	8577	Yes	Yes	Yes	Yes
11/5/2018	Mon	80	5.869	7pm-8pm	31	820,000	16	8	8	9777	Yes	Yes	Yes	Yes
11/6/2018	Tue	76	8.001	9pm-10pm	44	780,000	16	10	6	6706	Yes	Yes	Yes	Yes
11/7/2018	Wed	77	7.819	6pm-7pm	43	780,000	16	9	7	9545	Yes	Yes	Yes	Yes
11/8/2018	Thu	71	6.891	6pm-7pm	44	780,000	16	7	9	10815	Yes	Yes	Yes	Yes
11/9/2018	Fri	74	6.398	10pm-11pm	41	780,000	16	8	8	9798	Yes	Yes	Yes	Yes
11/10/2018	Sat	68	8.101	9pm-10pm	34	780,000	16	10	6	7568	Yes	Yes	Yes	Yes
11/11/2018	Sun	70	7.657	9pm-10pm	26	780,000	16	10	6	7568	Yes	Yes	Yes	Yes
11/12/2018	Mon	74	5.894	8pm-9pm	31	780,000	16	6	10	12926	Yes	Yes	Yes	Yes
11/13/2018	Tue	72	7.973	8pm-9pm	30	780,000	16	9	7	8896	Yes	Yes	Yes	Yes
11/14/2018	Wed	71	7.104	8pm-9pm	44	780,000	16	8	8	9487	Yes	Yes	Yes	Yes
11/15/2018	Thu	70	6.250	8pm-9pm	41	820,000	16	7	9	10687	Yes	Yes	Yes	Yes
11/16/2018	Fri	70	6.156	8pm-9pm	45	820,000	16	6	10	11985	Yes	Yes	Yes	Yes
11/17/2018	Sat	72	7.739	10pm-11pm	44	780,000	16	9	7	7278	Yes	Yes	Yes	Yes
11/18/2018	Sun	71	7.277	9pm-10pm	44	780,000	16	7	9	10648	Yes	Yes	Yes	Yes

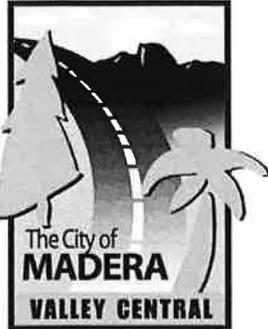
\* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

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

- 19 **Total Wells**
- 3 **Wells Not Available**
  - #16 Being Retrofitted for Submersible Pump to Gain 500 gpm
  - #20 Air intrusion
  - #27 Redevelopment in process
- 16 **Number of Wells Available**



### Report to City Council



Council Meeting of December 5, 2018

Agenda Item Number B-4

Approved by:

*[Signature]*  
\_\_\_\_\_  
Department Director

*[Signature]*  
\_\_\_\_\_  
City Administrator  
*Acting*

#### Informational Report on Personnel Activity

##### REQUESTED ACTION

This report is provided at the request of the City Council and is for informational purposes only.

##### SUMMARY OF PERSONNEL ACTIVITY

The Civil Service Commission met November 6, 2018 and approved the following eligibility lists:

- Records Clerk
- Water System Worker I
- Public Works Maintenance Worker II
- Combination Building Inspector
- Neighborhood Preservation Specialist I

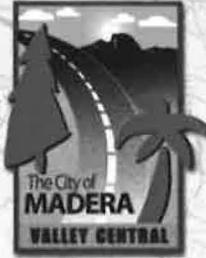
The following individuals began employment with the City since our last report:

Name	Position	Department	Effective Date
Lidia Garcia	Program Leader I	Parks & Community Services	10/29/18
Brianna Corona	Public Safety Dispatcher	Police	11/10/18

There have been no promotions or transfers since our last report.

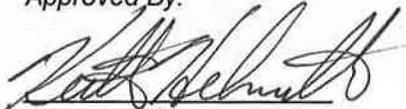
The following employees separated from employment since our last report.

Name	Position	Department	Effective Date
Soledad Fernandez	Police Auxiliary Services Supervisor	Police	10/19/18
Paula Nunez	HR Technician	Human Resources	10/19/18
Steve Frazier	City Administrator	Administration	10/29/18
John Coronado	PW Maintenance Worker IV	Public Works, Streets	11/6/18



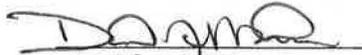
## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of December 5, 2018

Agenda Item Number           B-5          

  
City Administrator  
Acting

**SUBJECT:** CONSIDERATION OF A MINUTE ORDER ACCEPTING THE SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING, CITY PROJECT NO. PK 13-2018, CDBG PROJECT NO. B10MC060053-10218020-7030 AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION.

### **RECOMMENDATION:**

City Council approve Minute Order approving:

1. Acceptance of the Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030
2. The recording of the Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### **SUMMARY:**

The City Council, at their May 16, 2018 meeting, awarded a contract to Cable Links Construction Group, Inc. for the Sunrise Rotary Sports Complex Soccer Field Lighting Project. The Contractor has substantially completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the City Council accept the project.

### **SITUATION:**

A final project inspection was held by the Engineering Department. Affected divisions within the Public Works, Parks and Grants Departments also participated in the final review of the project. All parties agree the project can be recommended for acceptance by the City Council and a "Notice of Completion" recorded. The original scope of the Sunrise Rotary Sports Complex Soccer Field Lighting Project consisted of furnishing all

labor, material, and equipment necessary to perform all operations for the installation of conduit, wiring, connections and coordination for the installation of City furnished soccer field lights.

The original contract amount was \$97,832. One Contract Change Order was processed for the project.

- Change Order #1
  - Added 25 calendar days to the contract time due to lead times for electrical equipment
  - Deducted bid item quantities from items that were below the expected contract quantities

The total amount of the Change Orders resulted in a net decrease to the contract of \$1,426, decreasing the cost of the project 1.5% to \$96,406. The allowable project contingency was 10%.

**FINANCIAL IMPACT:**

Funding for the project was programmed in FY2017/18 including CDBG Funding in Account 10218020 and Chukchansi Grants Account No. 41096354.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The presented capital improvement project supports:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Action 314.2 - Continue and expand facilities for youth-at-risk.
- Strategy 411 - Enhance and expand recreational activities.

RECORDING REQUESTED BY:  
CITY OF MADERA

AND WHEN RECORDED MAIL TO:  
CITY OF MADERA – CITY CLERK  
205 W. 4TH STREET  
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
-------	-----------

N/A

6. A work of improvement on the property hereinafter described was completed on October 18, 2018
7. The name of the original contractor, if any, for such work of improvement was Cable Links Construction Group, Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
-------	-----------

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera  
County of Madera, State of California, and is described as follows:

**SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING, CITY PROJECT NO. PK 13-2018, CDBG PROJECT NO. B10MC060053-10218020-7030**

10. The street address of said property is Madera City Limits  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Keith Brent Helmuth, P.E  
City Engineer

**SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING, CITY PROJECT NO. PK 13-2018, CDBG PROJECT NO. B10MC060053-10218020-7030**

STATE OF CALIFORNIA  
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

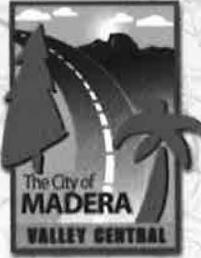
Signature of Officer: \_\_\_\_\_

The 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

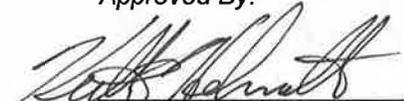
Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of December, 2018, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
(Seal)  
Sonia Alvarez, City Clerk



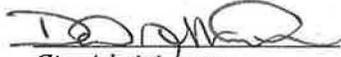
## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of December 5, 2018

Agenda Item Number B-6

  
City Administrator  
Acting

**SUBJECT:** CONSIDERATION OF A MINUTE ORDER ACCEPTING THE RECLAMITE APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-74 AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION.

### **RECOMMENDATION:**

City Council approve Minute Order approving:

1. Acceptance of the Reclamite Application on Various City Streets, City Project No. R-74
2. The recording of the Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### **SUMMARY:**

The City Council, at their July 5, 2018 meeting, awarded a contract to Telfer Pavement Technologies, Inc. for the Reclamite Application on Various City Streets Project. The Contractor has substantially completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the City Council accept the project.

### **SITUATION:**

A final project inspection was conducted by the Engineering Department and verified the completion of the project. Public Works Department also participated in the final review of the project. All parties agree the project can be recommended for acceptance by the City Council and a "Notice of Completion" recorded. The original scope of the Reclamite Application on Various City Streets Project consist of application of a rejuvenating agent known as Relcamite at various City streets.

The original contract amount was \$192,191.56. One Change Order was processed for the project.

Change Order #1

- Deducted bid item quantities from items that were below the expected contract quantities

The total amount of the Change Orders resulted in a net decrease to the contract of \$3,569.50, decreasing the cost of the project by 1.9% to \$188,622.06. The allowable project contingency was 10%.

**FINANCIAL IMPACT:**

Funding for the project was programmed in FY2017/18 including SB-1 RMRA Funds, Org number 10203010 in the amount of \$112,333 and Measure T, Org number 41530000 in the amount of \$115,101.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The presented capital improvement project supports:

Strategy 126 - Provide safe, clean and attractive streets consistent with the Madera Vision Plan 2025

RECORDING REQUESTED BY:  
CITY OF MADERA

AND WHEN RECORDED MAIL TO:  
CITY OF MADERA – CITY CLERK  
205 W. 4TH STREET  
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on October 31, 2018
7. The name of the original contractor, if any, for such work of improvement was Telfer Pavement Technologies, Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES

ADDRESSES

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera  
County of Madera, State of California, and is described as follows:

**RECLAMITE APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-74**

10. The street address of said property is Madera City Limits  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Keith Brent Helmuth, P.E  
City Engineer

**RECLAMITE APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-74**

STATE OF CALIFORNIA  
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera,  
The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the  
property therein described; that he makes this verification on behalf of said corporation;  
That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

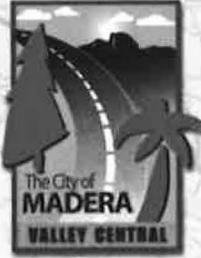
Signature of Officer: \_\_\_\_\_

The 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

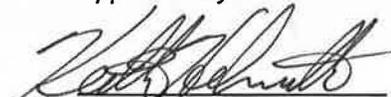
Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of December, 2018, by  
Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

\_\_\_\_\_  
(Seal)  
Sonia Alvarez, City Clerk



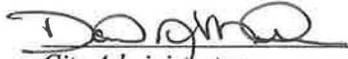
## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of December 5, 2018

Agenda Item Number         B-7        

  
City Administrator  
Acting

**SUBJECT:** CONSIDERATION OF A MINUTE ORDER ACCEPTING THE CHIP SEAL APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-75 AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION.

### **RECOMMENDATION:**

City Council approve Minute Order approving:

1. Acceptance of the Chip Seal Application on Various City Streets, City Project No. R-75
2. The recording of the Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### **SUMMARY:**

The City Council, at their June 20, 2018 meeting, awarded a contract to Talley Oil, Inc. for the Chip Seal Application on Various City Streets Project. The Contractor has substantially completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the City Council accept the project.

### **SITUATION:**

A final project inspection was held by the Engineering Department. Public Works Department also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the City Council and a "Notice of Completion" recorded. The original scope of the Chip Seal Application on Various City Streets Project consisted of the application of Asphalt Chip Seal surfacing treatment for various City streets followed by a fog seal.

The original contract amount was \$396,906.25. No Change Orders were processed for the project. The allowable project contingency was 8%.

**FINANCIAL IMPACT:**

Funding for the project was programmed in FY2017/18 to include SB-1 RMRA Funding with Org number 10203010 in the amount of \$224,667 and Measure T with Org number 41530000 in the amount of \$230,203.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The presented capital improvement project supports:

Strategy 126 - Provide safe, clean and attractive streets consistent with the Madera Vision Plan 2025

RECORDING REQUESTED BY:  
CITY OF MADERA

AND WHEN RECORDED MAIL TO:  
CITY OF MADERA – CITY CLERK  
205 W. 4TH STREET  
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
-------	-----------

N/A

6. A work of improvement on the property hereinafter described was completed on October 19, 2018
7. The name of the original contractor, if any, for such work of improvement was Talley Oil, Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
-------	-----------

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera  
County of Madera, State of California, and is described as follows:

**CHIP SEAL APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-75**

10. The street address of said property is Madera City Limits  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: \_\_\_\_\_

Keith Brent Helmuth, P.E  
City Engineer

**CHIP SEAL APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-75**

STATE OF CALIFORNIA  
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera,  
The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the  
property therein described; that he makes this verification on behalf of said corporation;  
That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

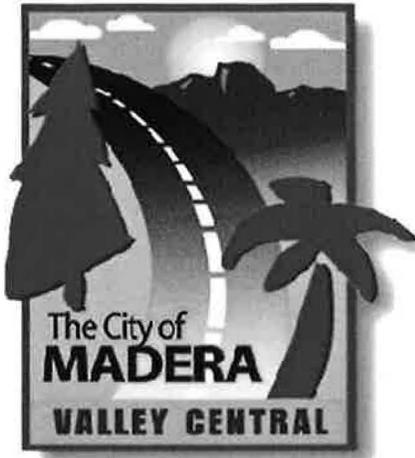
Signature of Officer: \_\_\_\_\_

The 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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of December, 2018, by  
Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

\_\_\_\_\_(Seal)  
Sonia Alvarez, City Clerk



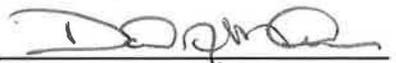
## REPORT TO CITY COUNCIL

MEETING DATE: December 5, 2018

AGENDA ITEM NUMBER: B-8

Approved By:

  
PUBLIC WORKS DIRECTOR

  
CITY ADMINISTRATOR  
*Acting*

### SUBJECT:

Informational Report on Procurement of Emergency Services by Madera Pumps, Inc. at City of Madera Well #20.

### RECOMMENDATION:

It is recommended that Council review the information provided regarding emergency procurement of services needed during October 2018 while City Well #20 was shut down for maintenance and provide approval for these emergency expenditures in accordance with City of Madera Purchasing Policy.

### SUMMARY:

During August and September 2018, staff obtained quotes for the rehabilitation of City Well #20. Madera Pumps, Inc. (Madera Pumps) provided the lowest, responsive quote for the well rehab. They were issued a Purchase Order on October 4, 2018. Madera Pumps began the rehab on October 17<sup>th</sup>. As part of the rehab, the well casing was cleaned of iron deposits and bacteria growth. After this cleaning, several breaks in the casing were discovered. Staff and Madera Pumps agreed that the integrity of the well was compromised and moved forward with the immediate repair of these breaks (Exhibit A). The emergency repairs to Well #20 was outside the scope of the original rehabilitation services quote. The emergency repairs were necessary to preserve the long-term reliability of the well and reduce the chance of future catastrophic loss. Since Madera Pumps was already on site with the pump equipment removed from the well, they were able to complete these repairs in a timely and cost-effective manner.

Per the City of Madera Purchasing Policy & Procedure Manual, Section 4.4 Emergency Orders, the following situation will constitute an emergency: An order that requires immediate procurement for the preservation of life or safety to the public or City employees, its offices and agents. As part of this policy, an informational report detailing the emergency will be made to City Council for the subsequent approval and confirmation of the emergency purchase.

### FINANCIAL IMPACT:

The total cost for the emergency well repair is \$14,491.42 (Exhibit B), increasing the total well rehabilitation cost to \$62,810.75. These expenses will be paid for from the Water Fund - Contracted Services and will have no impact to the City's General Fund.

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

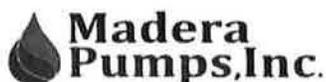
This proposed action is consistent with the Madera Vision Plan, specifically, Action 115.5: "Insure the physical and financial sustainability of the City's existing and expanding sewer and water infrastructure."

## Emergency break repair for well 20

Madera Pumps Inc. was hired by the city to rehab well 20. During the rehab several breaks were discovered in the casing which were not visible due to the buildup of iron deposits and bacteria growth on the casing. One break which is called a compression break. Where the casing is compressing on itself was determined to be very serious. If these repairs were not made it was possible that the gravel pack would be lost which protects the well and even more breaks could occur. This causing a much shorter life span and possibly losing the well altogether. Also, if another attempt was made to salvage the well to could be extremely costly to the city in the near future.

Eric Brooks

Water and Sewer Manager



11884 Road 29 / P.O. Box 1302  
 Madera, CA 93639  
 (559) 674-0096

Contractor's License #350177

# Estimate

Date	Authorized	Estimate #
17-Oct-2018	MA	4236 R2 Addendum 57809

Customer Name / Address	Well Specifications	Pump Name / Location	
<b>City of Madera</b> 205 West 4th Street Madera, CA 93637 559-661-5466 559-661-0760 Fax ebrooks@cityofmadera.com	SWL:	210'	
	Pump Setting:	300'	
	Slot Size	1/8"	
	Perforation Type	Louvers	
	Perforations	202' - 576'	
	Well Size	15-1/2" ID	
	Well Depth	600'	
		<b>Well #20 REHAB</b>	
		Location	950 Gateway Drive
		Meter #	9726R1
		HP	200
		GPS	36.97349, -120.07416
Description		Quantity	Total

Corrugated Liner Patch	15-1/2" x 5'		\$ 896.00
Discharge Spool	12"		600.00
		<b>Parts Sub total</b>	<b>\$ 1,496.00</b>
Repair Break @ 318.2'-318.6' w/ 5' Corrugated Liner Patch			\$ 4,600.00
Repair Break @ 325.1'-326.3' w/ 5' Corrugated Liner Patch			3,322.00
Recommended Option:			
Repair Break @ 301' w/ 5' Corrugated Liner Patch		\$3,770.00	(Labor & Patch)
Re-Video Well			N/C
Post Rehab Discharge Set-up and Removal			1,180.00
		<b>Labor Sub Total</b>	<b>\$ 9,102.00</b>

\$ 14,491.<sup>42</sup>  
 Total

This proposal may be withdrawn by us if not accepted within 15 days. All-Items Sub-Total \$ 10,598.00

Accepted by: _____	Date: _____	Sales Tax (8.25%)	\$ 123.42
		<b>Total</b>	<b>\$ 10,721.42</b>



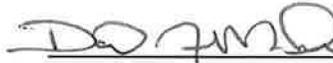
# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF December 5, 2018

AGENDA ITEM NUMBER B-9

APPROVED BY

  
\_\_\_\_\_  
GRANT ADMINISTRATOR

  
\_\_\_\_\_  
INTERIM CITY MANAGER

**SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT FOR IRMA MORALES FOR A CALHOME OWNER-OCCUPIED RESIDENTIAL REHABILITATION PROGRAM LOAN AND AUTHORIZING THE CITY MANAGER TO SIGN THE SUBORDINATION AGREEMENT ON BEHALF OF THE CITY OF MADERA**

**RECOMMENDATION:** Staff recommends Council approve the Resolution to subordinate the over-occupied residential rehabilitation program loan.

**DISCUSSION:**

Mrs. Morales received a CalHOME owner-occupied residential rehabilitation program loan for \$24,847. She signed loan documents as follows:

CalHOME	Date
Deed of Trust	December 27, 2017

According to Big Valley Mortgage, Mrs. Morales is refinancing to a Veterans Affairs (VA) loan. Her existing, adjustable rate, first mortgage, and it is causing negative amortization. The first loan is higher than the home's value. According to our Loan Servicing Policies and Procedures, subordinations with no cash out are permitted. No cash out means there are no third-party debt payoff or additional encumbrances on the property above traditional refinance transaction costs. The refinance can 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 (Years)	Interest	Principal, Interest, Taxes, Insurance and Mortgage Insurance, if any	Principal	Total of Payments (The amount borrower pays after making all scheduled payments.)
Original	18.5	7.85%	\$1,232	\$136,607	\$273,413
Proposed	30	5.75%	\$919	\$146,000	\$330,682

The proposed refinance meets 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 lowers her monthly payments. The increase in the principal loan amount is due to loan fees associated with refinancing through a VA loan, which will be added to the principal. Despite this increase, she still benefits from a lower monthly payment, which is desirable for Mrs. Morales.

**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. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT FOR  
IRMA MORALES FOR A CALHOME OWNER-OCCUPIED  
RESIDENTIAL REHABILITATION PROGRAM LOAN AND  
AUTHORIZING THE CITY MANAGER TO SIGN THE  
SUBORDINATION AGREEMENT ON BEHALF OF THE CITY OF MADERA**

**WHEREAS**, the borrower received a CALHOME OWNER-OCCUPIED RESIDENTIAL REHABILITATION PROGRAM loan for \$24,847 and signed documents as follows; and

<b>CALHOME OWNER-OCCUPIED RESIDENTIAL REHABILITATION PROGRAM</b>	<b>DATE</b>
Deed of Trust	December 27, 2017

**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

Irma Morales

WHEN RECORDED MAIL TO:

City of Madera

205 West 4th Street

Madera, CA 93637

Attn: City Clerk's Office

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D)

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 \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Irma Morales, 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 December 27, 2017, 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 \$24,847.00 dated December 27, 2017, and in favor of Beneficiary, which deed of trust was recorded on March 2, 2018, as Instrument No. 2018004213 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 \$146,000.00 and is about to execute a deed of trust and note in a sum not to exceed \$146,000.00, in favor of American Pacific Mtg Corp dba Big Valley Mortgage, 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 \$146,000.00.

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 5.75 % per annum.

d. The Refinancing Loan is payable in equal monthly installments of principal and interest over a period of Three Hundred and Sixty 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

---

Arnoldo Rodriguez, City Manager

Owner(s)

---

Irma Morales

**ATTACH NOTARY ACKNOWLEDGMENT**

**EXHIBIT A**

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

LOTS 11 AND 12 IN BLOCK 36 OF HUGHES ADDITION TO THE TOWN, NOW THE CITY OF MADERA, ACCORDING TO THE MAP ENTITLED, "MAP OF LANKERSHIM COLONY AND ADDITION TO THE TOWN OF MADERA, ETC.", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY, CALIFORNIA, ON FEBRUARY 5, 1889 IN BOOK 4 OF MAPS, AT PAGE 31.

APN: 010-122-007-000

Situs: 218 South K Street, Madera, CA 93637

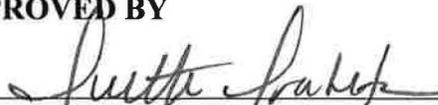


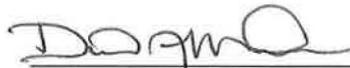
# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF December 5, 2018

AGENDA ITEM NUMBER B-10

APPROVED BY

  
GRANTS ADMINISTRATOR

  
CITY ADMINISTRATOR  
Acting

## SUBJECT:

**CONSIDERATION OF A RESOLUTION APPROVING ESTABLISHING BUDGET AMENDMENTS TO ACCOUNT FOR PROGRAM INCOME IN THE HOME AND CALHOME ASSISTANCE PROGRAMS**

## RECOMMENDATION:

Staff recommends Council approve the Resolution approving the budget amendment.

## SUMMARY:

The City of Madera receives periodic loan payments from previous recipients of First Time Home Buyer or Owner-Occupied Rehabilitation loans. To distinguish what is referred to a program income from program revenue, budget accounts for program income are needed. This item requests a budget amendment to create the necessary program income budget accounts and thereby allows the City to use these funds to execute new loans for future qualifying residents.

## DISCUSSION:

HOME and CalHOME program funds are used to provide eligible owner occupants with zero interest, deferred loans for First Time Home Buyer (FTHB) assistance or Owner-Occupied Rehabilitation (OOR). Borrowers periodically pay toward their loans either monthly, or when their tax refunds are received or when they refinance and take cash out or sell their home. Proceeds are also periodically received from excess Cash Flow (CF) for repayment of HOME loans from two HOME-funded multi-family apartment complexes (Arborpoint Apartments and Madera Family Apartments).

All payments are considered Program Income (PI), and they are retained by the City. An amendment is required to distinguish this revenue from program revenue. City will then be able

to use the PI and to establish budget line items for Contracted Services, office supplies and Interfund Transfer(s).

Utilizing PI funds provides many benefits. One is that program income can be used for any State HOME or CalHOME eligible activity. The activities chosen by the City do not have to be the same activities as carried out previously with HOME or CalHOME funds, nor the same activities as those from which the PI funds were generated. Based on the benefits applicable to the administration of the programs, staff respectfully request approval of the Resolution and the Budget Amendment as indicated on Attachment AA. Establishing the budgets is consistent with State guidelines and procedures to administer PI.

**FINANCIAL IMPACT:**

Establishing budgets for HOME and CalHOME PI does not impact the General Fund. PI from both programs is the sole source of funding for eligible projects.

**VISION MADERA 2025 ACTION PLAN CONSISTENCY:**

The HOME and CalHOME PI budgets discussed in this report will provide the City with the necessary funds to advance the following elements of the Vision Plan:

- Strategy 101.8:** Promote and encourage development and redevelopment of low- and moderate-cost housing.
  
- Strategy 135:** Ensure adequate supply of affordable, accessible and barrier-free housing city-wide.

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF  
MADERA, CALIFORNIA, APPROVING ESTABLISHING BUDGET  
AMENDMENTS TO ACCOUNT FOR PROGRAM INCOME IN THE  
HOME AND CALHOME HOUSING ASSISTANCE PROGRAMS**

**WHEREAS:** HOME and CalHOME program funds are used to provide eligible owner occupants with zero interest, deferred loans for First Time Home Buyer assistance or Owner-Occupied Rehabilitation; and

**WHEREAS:** Borrowers periodically pay toward their loans either monthly, or when their tax refunds are received or when they refinance and take cash out or sell their home; and

**WHEREAS:** Proceeds are also periodically received from excess Cash Flow, considered repayment of HOME loans from two HOME-funded multi-family apartment complexes (Arborpoint Apartments and Madera Family Apartments); and

**WHEREAS:** All payments are considered Program Income, and they are retained by the City; and

**WHEREAS:** An amendment is required to use the Program Income and to establish budget line items for Contracted Services, office supplies and Interfund Transfer(s); and

**WHEREAS:** Program income can be used for any State HOME or CalHOME eligible activity; and

**WHEREAS:** There are many benefits applicable to the administration of the programs associated with the receipt and use of Program Income; and

**WHEREAS:** Establishing the budgets is consistent with State guidelines and procedures to administer Program Income.

**NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. The Budget Amendment attached as Attachment AA is hereby approved.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Finance Director.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**Attachment AA**  
**CITY OF MADERA**  
**Budget Adjustment**

FUND	ACCOUNT NUMBER	DESCRIPTION				
Revenue Accounts						
HOME	4400	44004460-4758	HOME Proceeds from Loan	465,000.00	-	
		44004460-4339	Interfund Charges Revenue	17,255.00	-	482,255.00
Expenditure Accounts						
		44004610-6416	Office Supplies/Expendable	1,000.00	+	
		44004610-6440	Contracted Services	464,000.00	+	
		44004610-6903	Interfund Charges - Cost Distribution	17,255.00		482,255.00
		<b>HOME PI BUDGET</b>		<u>482,255.00</u>	+	
Revenue Accounts						
CalHOME	4400	44004630-4765	PERIODIC PAYMENT/LOAN Pmt	30,495.00	-	
		44004630-4338	Interfund Charges Revenue	1,872.00	-	32,367.00
Expenditure Accounts						
		44004630-6416	Office Supplies/Expendable	1,000.00	+	
		44004630-6440	Contracted Services	29,495.00	+	
		44004630-6903	Interfund Charges - Cost Distribution	1,872.00		32,367.00
		<b>CalHOME PI BUDGET</b>		<u>32,367.00</u>	+	



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 5, 2018

AGENDA ITEM NUMBER B-11

APPROVED BY:

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR  
*Acting*

**SUBJECT: APPROVAL – RES. NO. 18-\_\_\_ APPROVING THE FINAL MAP FOR THE MELANIE MEADOWS SUBDIVISION PHASE I, APPROVING SUBDIVISION AGREEMENT, AUTHORIZING STAFF TO RECORD FINAL MAP AND SUBDIVISION AGREEMENT, ACCEPTING DEDICATION OF LANDS FOR PUBLIC USE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**APPROVAL – RES. NO. 18-\_\_\_ APPROVING ANNEXATION OF THE MELANIE MEADOWS SUBDIVISION PHASE I INTO ZONE OF BENEFIT 21D; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21D FOR FISCAL YEAR 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR**

### RECOMMENDATION:

That the City Council approve:

1. Resolution No. 18-\_\_\_:

- a. Approving the Final Map for the Melanie Meadows Subdivision Phase I.
  - b. Approving Agreement for the Construction of Improvements for the Melanie Meadows Subdivision Phase I.
  - c. Authorizing staff to record the Final Map and Subdivision Agreement for the Construction of Improvements for the Melanie Meadows Subdivision Phase I.
  - d. Accepting the dedication of land for public use.
  - e. Approving Statement of Covenants Affecting Land Development.
2. Resolution No. 18-\_\_\_\_\_ Approving Annexation of Melanie Meadows Subdivision Phase I into Landscape and Lighting Assessment District Zone of Benefit 21D of City Wide Landscape Maintenance District; confirming the Diagram and Assessment for Fiscal Year 2019/2020; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

**SUMMARY:**

The Planning Commission on August 9, 2005 approved Tentative Subdivision Map No. TSM VIII-05-11 for the Melanie Meadows Subdivision Phase I (“Project”). The Subdivider is now ready to proceed with development of the Project.

**SITUATION:**

The Final Map for Melanie Meadows Subdivision Phase I has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. Bonds and insurance requirements have been provided by the subdivider and are on file with the City Clerk.

The subdivider, K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National has signed a Landowner’s Consent for annexation into Zone of Benefit 21D of City Wide Landscape Maintenance District.

**FINANCIAL IMPACT:**

The Subdivision is included in the City’s Community Facilities District to offset any impacts to the City’s General Fund. The Subdivider has also paid the required fees for the plan checking and inspection of the installation of required improvements for the subdivision.

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

Although subdivisions are not specifically addressed in the vision or action plans, the development of subdivision directly supports Strategy 131, which

encourages the creation of “Well-Planned neighborhoods throughout Madera that promote connectivity and inclusiveness.”

RESOLUTION NO. 18-\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING THE FINAL MAP FOR THE MELANIE  
MEADOWS SUBDIVISION PHASE I, APPROVING SUBDIVISION  
AGREEMENT, AUTHORIZING STAFF TO RECORD FINAL MAP AND  
SUBDIVISION AGREEMENT, ACCEPTING DEDICATION OF LANDS FOR  
PUBLIC USE AND AUTHORIZING THE MAYOR TO EXECUTE THE  
AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the Planning Commission on September 14, 2004 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Melanie Meadows Subdivision Phase I as part of Tentative Subdivision TSM VIII-05-11.

**WHEREAS**, that certain Final Map for the Melanie Meadows Subdivision Phase I, prepared by Harbison International, Inc., for K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title X of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on August 9, 2005.

**WHEREAS**, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR MELANIE MEADOWS**

**SUBDIVISION PHASE I,"** wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Subdivision Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title X of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the **Melanie Meadows Subdivision Phase I** is on file in the office of the City Engineer; and

**WHEREAS,** Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated or mentioned in said agreement, and also a security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than One Million Four Hundred Twenty One Thousand Five Hundred Seventy Eight dollars (\$1,421,578); and

**WHEREAS,** Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk

certificates or policies of public liability and property damage insurance as required in the above mentioned Agreement entitled “**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR MELANIE MEADOWS SUBDIVISION PHASE I,**” as will be filed in the office of the City Clerk.

**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 Final Map for the **Melanie Meadows Subdivision Phase I** is approved.
3. The agreement for the construction of improvements for the **Melanie Meadows Subdivision Phase I**, a copy of which is on file in the office of the City Clerk, is approved.
4. The Mayor is authorized to execute the agreement on behalf of the City.
5. The Staff is authorized to record the Final Map and subdivision agreement for the construction of improvements for the **Melanie Meadows Subdivision Phase I**.
6. The dedication of lands for public use is accepted.
7. This resolution is effective immediately upon adoption.

\*\*\*\*\*

RESOLUTION NO. 18-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION OF THE MELANIE MEADOWS SUBDIVISION PHASE I INTO ZONE OF BENEFIT 21D; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21D FOR FISCAL YEAR 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR**

**WHEREAS**, the City of Madera Landscape Maintenance District (District) as formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

**WHEREAS**, the recommended assessments for 2019/2020 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

**WHEREAS**, all of the owners of property proposed to be annexed to the Zone of Benefit 21D of said District consisting of Final Map (06-S-07) of the proposed Melanie Meadows Subdivision Phase I, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

**WHEREAS**, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

**WHEREAS**, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record

Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year; and

**WHEREAS**, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

**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. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed to City Landscape Maintenance District as Zone of Benefit 21D for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the covenant on behalf of the City.

4. The City Council hereby confirms the diagram, attached as Exhibit B, and annual assessments as set forth in the agreement “COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 21D” for the certain property described in Exhibit “A” attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for fiscal year 2019/2020.
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**"Exhibit A"**

LEGAL DESCRIPTION

APN 006-380-010

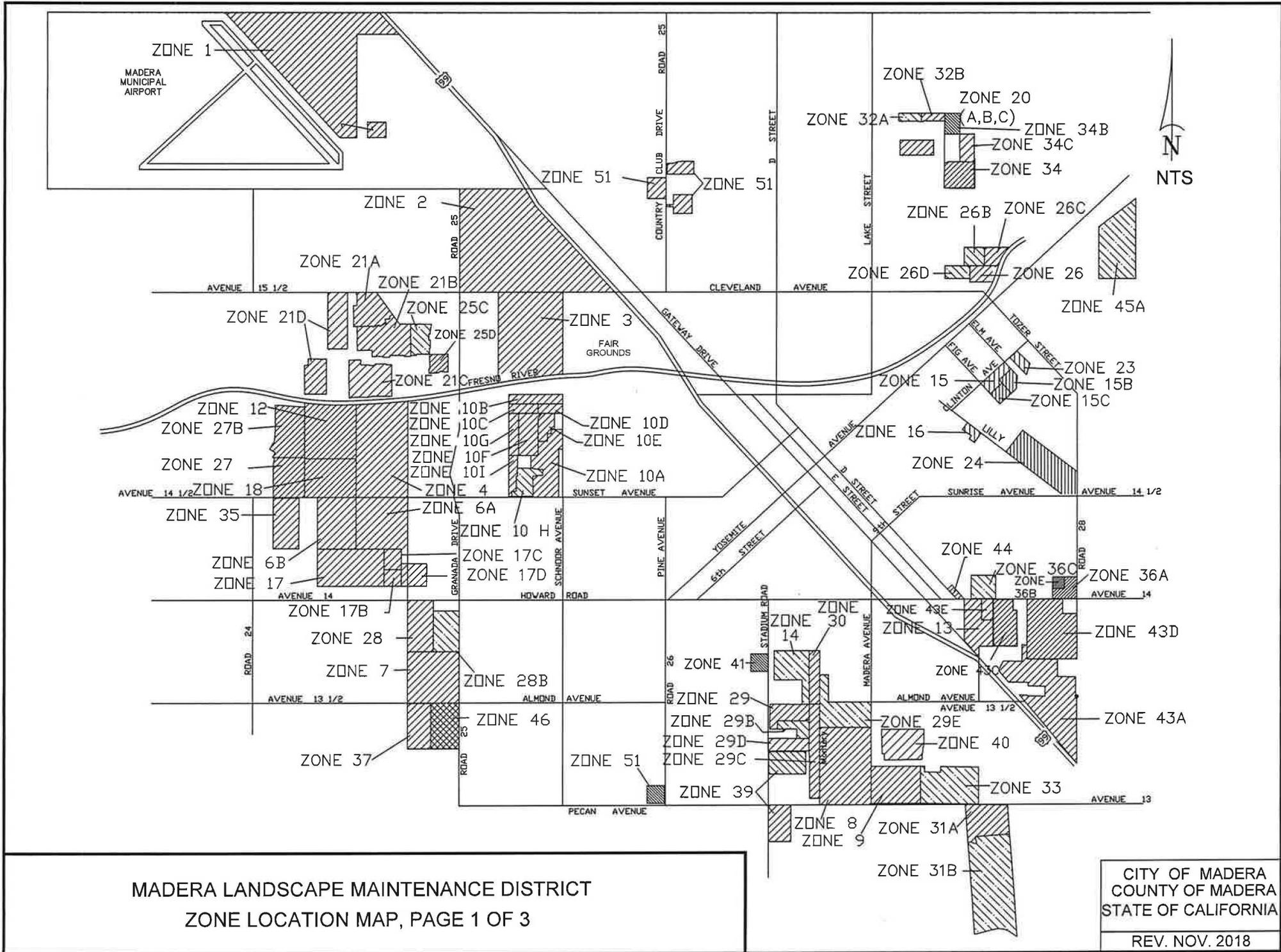
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that portion of the southeast quarter of the southwest quarter of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Record of Survey, recorded on September 18, 2002 in Book 50, Page 88, Madera County Records; the parcel being more particularly described as follows:

THE TRUE POINT OF BEGINNING is defined as a point which bears South 89° 52' 38" East, 496.13 feet from the south quarter corner of said Section 15; thence North 89° 52' 38" West, a distance of 600.03 feet; thence North 0° 25' 19" West, a distance of 849.73 feet; thence South 89° 52' 09" East, a distance of 107.66 feet; thence North 0° 04' 32" West, a distance of 125.35 feet; thence South 89° 56' 20" East, a distance of 497.30 feet; thence South 0° 05' 16" East, a distance of 975.57 feet to THE TRUE POINT OF BEGINNING.

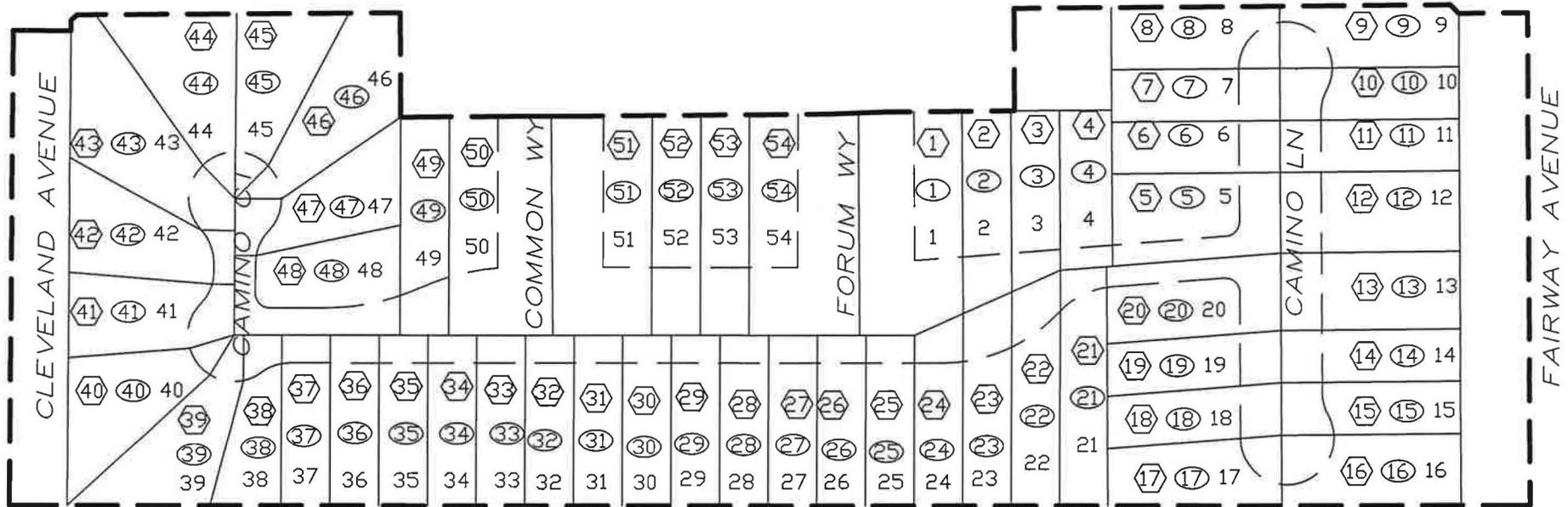
Containing 12.447 acres, more or less

# EXHIBIT "B"



# EXHIBIT "B"

NORTH WESTBERRY BOULEVARD



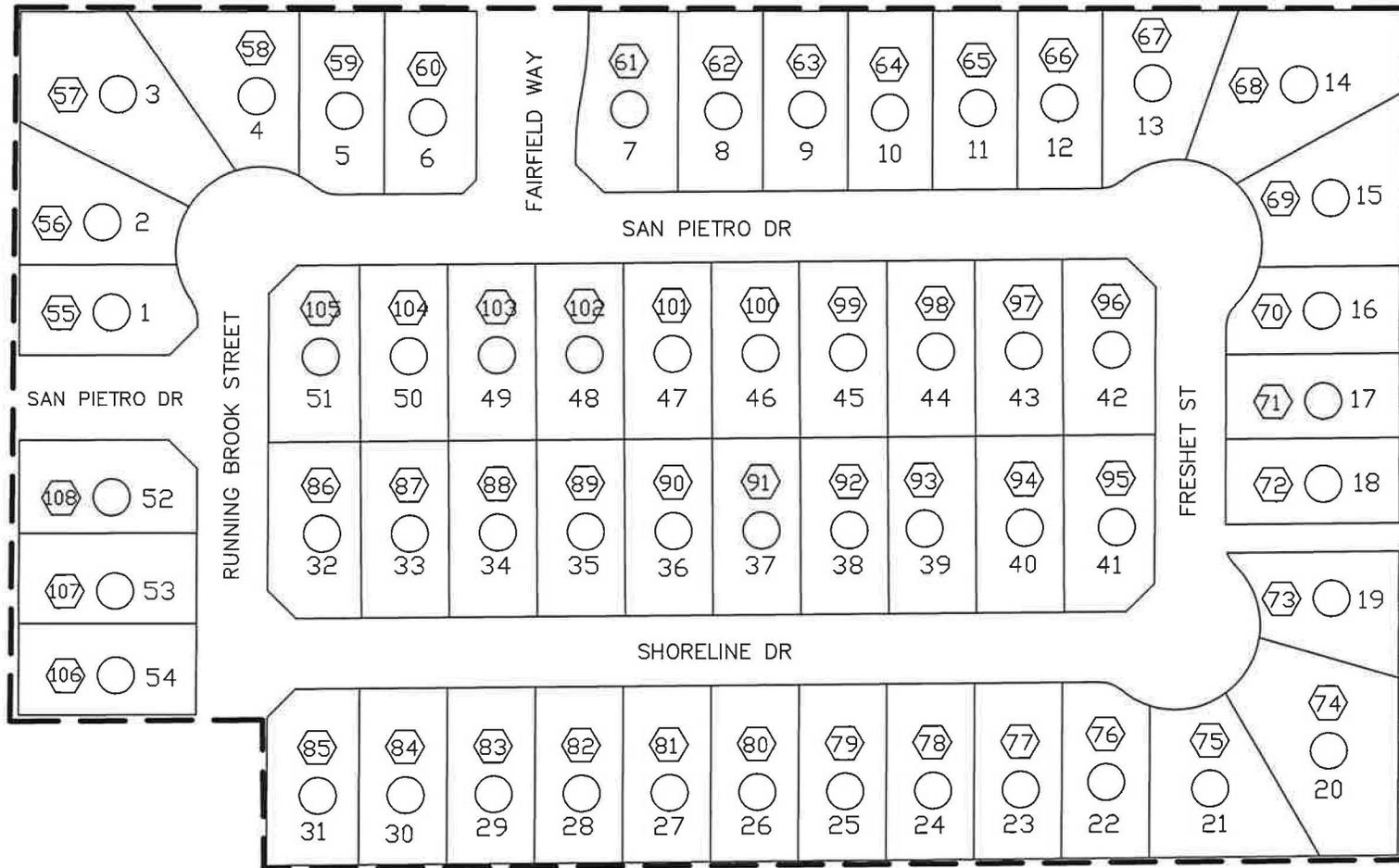
## LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- ⬡ ASSESSMENT NUMBER.
- ① ASSESSOR'S PARCEL NUMBER.
- ⑫③ ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM - PAGE 2 OF 3  
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21 D  
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
HOME RANCH  
PHASE IV

# EXHIBIT "B"



## LEGEND

-  PARCEL LOT BOUNDARY.
-  ASSESSOR'S BOUNDARY
- 1** SUBDIVISION LOT NUMBER.
-  ASSESSMENT NUMBER.
-  ASSESSOR'S PARCEL NUMBER.
-  ASSESSOR'S BLOCK NUMBER.



ASSESSMENT DIAGRAM - PAGE 3 OF 3  
 MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21 D  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
 MELANIE MEADOWS  
 PHASE I

RECORDING REQUESTED BY:

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

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Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS  
FOR MELANIE MEADOWS SUBDIVISION PHASE I**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the **CITY OF MADERA**, a municipal corporation of the State of  
California, hereinafter called "City"; and **K. Hovnanian at Melanie Meadows,  
LLC, A California Limited Liability Company** hereinafter called "Subdivider".

**WITNESSETH:**

**WHEREAS**, Subdivider is subdividing that certain tract of land known as  
**MELANIE MEADOWS SUBDIVISION PHASE I**, recorded \_\_\_\_\_, in Book  
\_\_\_\_\_, Pages \_\_\_\_\_ and \_\_\_\_\_, recorded as document no. \_\_\_\_\_ Madera  
County records, situated in the City of Madera, County of Madera, State of  
California; and

**WHEREAS**, a final map for said **MELANIE MEADOWS SUBDIVISION  
PHASE I'**, has been filed with the City Clerk of the City of Madera for presentation  
to the Council of said City for its approval, which map is hereby referred to and by  
said reference incorporated herein; and

**WHEREAS**, the conditions imposed within the tentative map for Melanie Meadows Subdivision, approved on August 9, 2005 by the Planning Commission, require the Subdivider to construct certain street, utility, and public improvements within the boundaries of said final map; and

**WHEREAS**, the conditions imposed within the tentative map for Melanie Meadows, approved on August 9, 2005 remain in full force and effect; and

**WHEREAS**, Subdivider has requested approval of said final map, prior to the construction and completion of the improvements required pursuant to the conditions of approval; all in accordance with and as required by the plans and specifications for all or any part of said improvements in, within the limits of said subdivision; and

**WHEREAS**, City Council approval of said final map and acceptance of the dedications therein offered are subject to and on the condition precedent that Subdivider first enter into and execute this agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

**NOW, THEREFORE**, in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under Chapter 2 of Title X of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and for the preparation and presentation of subdivision maps thereof, the parties do hereby agree as follows:

1. Construction of Subdivision Improvements. Subdivider shall, at Subdivider's own cost and expense, construct all of the improvements, mentioned,

all in accordance with and to the extent and as provided in those certain plans entitled, “**MELANIE MEADOWS SUBDIVISION, SUBDIVISION IMPROVEMENT PLANS**”, as approved by the City Engineer, to which plans and specifications reference is hereby made and the same are hereby incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Chapter 2 of Title X of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City of Madera and for the preparation and presentation of subdivision maps therefor and complete the same within three hundred seventy (370) calendar days from the date of execution hereof.

Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, sewer and water mains, water and sewer services, storm drainage facilities, street lights, fire hydrants; gas, electric and communications lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so

long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

Any work required under this agreement and not mentioned in the above-mentioned specifications shall be constructed in accordance with "current" Standard Specifications of the City, State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Subdivision Map Conditions of Approval insofar as they apply.

2. Security. Subdivider shall, before the release of said final map by City and as a condition precedent to the recordation thereof, furnish to City and file with the City Clerk, in form to be approved by the City Attorney, a good and sufficient surety securing the faithful performance by Subdivider of all of the terms of this agreement, all work and the construction of all improvements herein in this agreement mentioned, and assumption of obligations as required by the Subdivision Map Act within the time herein specified, and IN ADDITION a good and sufficient improvement security in the manner as aforesaid securing payment by Subdivider of all bills for labor and materials incurred in the construction of all said improvements and the doing of all other work herein agreed to be done by Subdivider. The amount of said improvement securities to be not less than \$1,421,578.40 securing faithful performance and \$710,789.20 securing payment for labor and materials. Upon application for acceptance of the subdivision improvements by the City Council, Subdivider shall provide security in an amount of not less than \$142,157.84, said amount representing ten percent (10%) of the

total cost of improvements as warranty security to ensure the faithful performance of the terms and conditions of Paragraph 11 hereof. Filing of such warranty security is a condition precedent to acceptance by City of the subdivision improvements.

Security provided pursuant to this requirement may be in any form acceptable to the City Attorney, which include, but is not limited to, the following:

- Cash
- Surety Bond
- Letter of Credit
- Other security authorized under the Subdivision Map Act which may be proposed by Subdivider and found acceptable by the City Attorney.

3. Indemnification. Subdivider shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Subdivider's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Subdivider, or should City otherwise find Subdivider's legal counsel unacceptable, then Subdivider shall reimburse the City its costs of defense, including without

limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Subdivider shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Subdivider's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Subdivider obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Subdivider shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Subdivider will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Subdivider agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section

from each and every Contractor, Subcontractor and Subconsultant, of every Tier. In the event the Subdivider fails to do so, Subdivider agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

4. Insurance Requirements. Without limiting Subdivider's indemnification of City, and prior to release of said final map and as a condition precedent of the recordation thereof, Subdivider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement.

*Minimum Scope and Limits of Insurance*

Subdivider 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 Subdivider 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*

Subdivider 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 Subdivider, his contractor, agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Subdivider 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 Subdivider, his contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Subdivider hereby waives its own right of recovery against the City.

*Enforcement of Contract Provisions (non estoppel)*

Subdivider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Subdivider 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 Subdivider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subdivider.

#### *Notice of Cancellation*

Subdivider 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*

Subdivider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Subdivider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Subdivider 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.

5. Time Extensions. Time is of the essence in this agreement; provided, however, that in the event good cause is shown therefor to City by Subdivider, City may extend the time in which the aforementioned improvements may be made and completed under this agreement; provided, however, that said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or improvement security given to secure Subdivider's performance under this agreement. City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension of time hereunder.

6. Pipes and Monuments. All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the improvements hereunder by City.

7. Ownership of Improvements. It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such improvements by City.

8. Release of Bonds and Securities. The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein

referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer. Reference is made hereby to (a) that certain subdivision map entitled, "**MELANIE MEADOWS SUBDIVISION PHASE I**", (b) improvement construction plans, (c) those certain plans and specifications on file and "current" as of the date the construction plans were approved in the office of the City Engineer entitled, "**CITY OF MADERA STANDARD PLANS AND SPECIFICATIONS**", and (d) "Madera Irrigation District Standards", as may be applicable to this project, for a more particular description of the work and improvements generally outlined in this agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this agreement by reference thereto.

9. Subdivider Not a City Agent or Employee. It is mutually understood and agreed that neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be, agents or employees of the City of Madera in connection with the performance of Subdivider's obligations under this agreement.

10. Fees and Costs Due From Subdivider. Unless already paid, Subdivider shall concurrently with the execution hereof pay to City the cost for all engineering, inspection and other services furnished by City in connection with this subdivision in accordance with the fee schedule established by City Council Resolution No. 18-126, dated July 5, 2018, or as amended which was in place at the time the Final Map process was initiated by the Subdivider.

11. Replacement or Reconstruction of Damaged or Defective

Improvements. Subdivider agrees that if, within a one (1) year period after final acceptance of the work done under this agreement, any structure or part of any structure furnished and/or installed or constructed or caused to be constructed by Subdivider, or any of the work done under this agreement fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to the City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The terms of this paragraph shall not apply to any damage caused by act of God. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, the City may, at its option, require Subdivider's surety to make such repairs or City may make the necessary repairs or replacement or perform the necessary work and Subdivider and/or Subdivider's surety shall pay to City the actual cost of such repairs plus fifteen percent (15%) administrative costs.

12. Deposit for Correction of Deficiencies. In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than 1% (\$14,215.78) of engineer's estimate or Three Thousand Dollars (\$3,000), whichever is greater, which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after

construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

13. Reimbursements/Fairshare Contributions due from Subdivider. The Subdivider hereby agrees to the following reimbursements or fair share contributions to be paid before approval of the final map for **Melanie Meadows Subdivision Phase I** as noted herein below:

a. No Reimbursements/Fairshare Contributions have been identified for this development.

14. Reimbursements to be Provided to Subdivider. In consideration of public improvements constructed through plans prepared by Harbison International, Inc., for **Melanie Meadows Subdivision Phase I**, the City agrees to reimburse the Subdivider reasonable costs for construction of the following public improvements:

a. Sanitary Sewer System

Lift Station

i. Construction of a sanitary sewer system lift station. Said lift station shall be designed in accordance with the following criteria

1. The available capacity of the Westberry sewer trunk main and other downstream conveyance facilities represent the maximum capacity requirement for the lift station.
2. Subject to the limitation of the downstream conveyance system noted in Paragraph 14(a)(i)(1) above, the lift

station should accommodate development from the area originally planned for the lift station in accordance with the master sewer plan immediately preceding the current 2014 update but, at current zoning density requirements.

15. Terms of Reimbursements to be Provided to Subdivider. The following terms shall apply to any and all reimbursements to be provided to Subdivider.

- a. City agrees to reimburse SUBDIVIDER the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer reimbursements toward the cost of the sanitary sewer lift station may be made in the form of credits against development impact fees which would be due in connection with the development of the subdivision or alternatively from connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. For the purposes of this agreement, City agrees to provide credits only toward the cost of the sanitary sewer lift station. No other credits are under consideration.
- b. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the SUBDIVIDER shall

have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

- c. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to SUBDIVIDER and only agrees to hold said funds collected and to make payment as directed by SUBDIVIDER upon contact by City. City will contact Subdivider within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Subdivider other than the addresses provided under this agreement. If no contact has been made at the address provided under this agreement, City shall hold

such funds collected hereunder for a period of one (1) year.

Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of CITY shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges.

Subdivider acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Subdivider. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

16. Covenant to Maintain Temporary Emergency Access Road

Subdivider is responsible for maintenance of the temporary emergency access road shown on the "MELANIE MEADOWS SUBDIVISION, SUBDIVISION IMPROVEMENT PLANS". Said road and its various design features including the water line be perpetually maintained in a useable state until such time as a permanent access road is provided to the subdivision. Upon determination of the City Engineer that it is no longer needed, Subdivider shall be responsible for the full and complete demolition and removal of said road. Bonding for removal and maintenance of said road shall be included in any future phase of the Melanie Meadows subdivision that does not provide for a permanent secondary access.

17. Assignability of Agreement. This agreement shall not be assignable by Subdivider without the express written consent of City. Subject to the limitations on assignment, this agreement shall inure to the interest of the parties hereto.

18. Data Submittal to City. Prior to release and recordation of the final map, Subdivider shall, at Subdivider's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause **MELANIE MEADOWS SUBDIVISION PHASE I**, to be annexed into Zone of BENEFIT 21D of the City Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of BENEFIT 21D shall be considered for

recording concurrently with the Council's consideration and approval of the final map. If annexation into Zone of Benefit 21D is not possible for any reason, the Subdivider shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

19. Litigation and Attorney's Fees. In the event litigation is instituted to enforce this agreement or its terms, the prevailing party shall be entitled to recover reasonable attorney's fees as determined by the Court.

20. Any controversy or claim arising out of, or relating to this Agreement which cannot be amicably resolved without court action, shall be litigated in the appropriate State court for Madera County, California, or as appropriate in the U.S. District Court for the Eastern District of California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all aspects by the laws of the State of California.

Dated: \_\_\_\_\_

**WITNESS** the execution of this agreement consisting of 23 pages including Subordination and (2) notary pages the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brent Richardson, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith Helmuth, City Engineer

**SUBDIVIDER/OWNERS:**

K. Hovnanian at Melanie Meadows,  
LLC, A California Limited Liability  
Company

By: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**SUBORDINATION  
(Wilmington Trust Company)**

The undersigned is Beneficiary of the beneficial interest in and under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December \_\_\_\_\_, and recorded on \_\_\_\_\_, as Document No. \_\_\_\_\_, in the Official Records of Madera County, California (the "**Deed of Trust**"), which Deed of Trust is by and between K. HOVNANIAN AT MELANIE MEADOWS, LLC, a California limited liability company, as Trustor, and ORANGE COAST TITLE COMPANY, as Trustee, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Indenture Trustee and Agent. The undersigned, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Agreement for the Construction of Improvements for Melanie Meadows Subdivision Phase 1.

Dated: \_\_\_\_\_  
—

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Indenture Trustee and Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Beneficiary

***NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE(S)***

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

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Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 21D**

**WHEREAS, K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company** hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A", said property being further subdivided by the Final Map (06-S-07) of the Melanie Meadows Subdivision Phase I, consisting of 54 lots; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Tentative Subdivision Map approval to annex to the City's Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera approved the

Tentative Map for Melanie Meadows Subdivision Phase I; and

**WHEREAS**, said resolution requires that maintenance of the required landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Final Map for the Melanie Meadows Subdivision Phase I, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property in an amount not to exceed \$117.50 per each of 54 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual

change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intent of the parties hereto that this document shall

constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

**WITNESS** the execution of this covenant consisting of 6 pages including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

K. Hovnanian at Melanie Meadows,  
LLC, A California Limited Liability  
Company

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Brent Richardson, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith Helmuth, City Engineer

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**"Exhibit A"**

LEGAL DESCRIPTION

APN 006-380-010

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

All that portion of the southeast quarter of the southwest quarter of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Record of Survey, recorded on September 18, 2002 in Book 50, Page 88, Madera County Records; the parcel being more particularly described as follows:

THE TRUE POINT OF BEGINNING is defined as a point which bears South 89° 52' 38" East, 496.13 feet from the south quarter corner of said Section 15; thence North 89° 52' 38" West, a distance of 600.03 feet; thence North 0° 25' 19" West, a distance of 849.73 feet; thence South 89° 52' 09" East, a distance of 107.66 feet; thence North 0° 04' 32" West, a distance of 125.35 feet; thence South 89° 56' 20" East, a distance of 497.30 feet; thence South 0° 05' 16" East, a distance of 975.57 feet to THE TRUE POINT OF BEGINNING.

Containing 12.447 acres, more or less

**SUBORDINATION**

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on \_\_\_\_\_, 2018, in the office of the Madera County Recorder as Document No. \_\_\_\_\_ of which the Deed of Trust in, by and between \_\_\_\_\_ as Trustor, and \_\_\_\_\_, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Agreement for Deferral of Improvement Agreement and Authorization of Lien in connection with the approval of Final Subdivision Map No. \_\_\_\_\_.

Dated: \_\_\_\_\_, 2018.

\_\_\_\_\_

***ATTACH NOTARY ACKNOWLEDGEMENT***



# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF December 5, 2018

AGENDA ITEM NUMBER B-12

APPROVED BY

  
GRANTS ADMINISTRATOR

  
CITY ADMINISTRATOR  
*noting*

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY AND STATE CENTER COMMUNITY COLLEGE CENTER DISTRICT (DISTRICT) FOR MADERA COMMUNITY COLLEGE CENTER MAX EXPANSION - FIXED ROUTE 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE MOU ON BEHALF OF THE CITY**

**RECOMMENDATION:**

Staff recommends Council approve the resolution approving a Memorandum of Understanding between the City of Madera and State Center Community College Center District for provision of Fixed Route 3 transit services.

**DISCUSSION:**

As local leaders were made aware by community residents that some students lacked reliable, efficient and affordable transportation to the Madera Community College Center (MCCC); efforts between City of Madera staff and MCCC staff to develop transportation services to support access to higher-education for residents were initiated and have continued for several years. City staff was directed to work on planning and implementation efforts to develop expanded fixed-route transit service to the college.

With funding that became available through federal grants in June of this year, City staff was able to develop an implementation plan that included securing local match funding to create Route 3, a fixed-route to the MCCC. City staff continued to collaborate with MCCC staff through the planning phase, and MCCC staff agreed to support Route 3 by contributing towards the operations costs of the service as planned for a three-year period. In addition to providing the operations support, MCCC has agreed to market the service to students, provide incentives for students to use the service, and to continue to collaborate with City staff in efforts to sustain and improve Route 3 for long-term operations.

On January 2, 2018, City launched its new Route 3 service, with a 60-minute frequency and a morning connection linking east and west Madera via transfer at the MAX stop on P Street. The service runs daily, from 7:30 a.m. to 6:00 p.m., with an affordable fare of \$1.00. MCCC has an expanding enrollment of approximately 6,000 students, most residing in a City of Madera zip code. To continue to sustain the efficient and reliable operations of this service, approving this MOU with the District is essential. This guarantees ongoing collaboration and partnership in an effort to sustain this service long-term.

The estimated cost of the service for three years is \$600,000, which includes \$210,000 for operations, \$330,000 for two new buses, and \$60,000 for outreach activities. The District agreed to a single lump-sum payment of \$30,000 to the City to support operating costs of the new service over the next three years.

**FINANCIAL IMPACT:**

Approval of this MOU does not impact the General Fund given that transit services are grant funded and because City would receive revenue from MCCC through this MOU versus incur any additional expenditures.

**VISION MADERA 2025 ACTION PLAN CONSISTENCY:**

The projects and programs discussed in this report advance the following Vision Plan objectives:

Multi-Modal Transportation: 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. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN CITY AND STATE CENTER COMMUNITY COLLEGE CENTER  
DISTRICT (DISTRICT) FOR MADERA COMMUNITY COLLEGE CENTER MAX  
EXPANSION - FIXED ROUTE 3 AND AUTHORIZING THE MAYOR TO EXECUTE  
THE MOU ON BEHALF OF THE CITY**

**WHEREAS**, the City and State Center Community College Center District wish to enter into a three-year MOU from December 5, 2018 through June 30, 2021, for the purpose of supporting fixed-route service from City to Madera Community College Center; and

**WHEREAS**, the City and the District recognize the value of public transportation in meeting sustainability goals and facilitating travel to and from the college; and

**WHEREAS**, the District agrees to make a single lump sum payment to City in the amount of \$30,000 to support the next three years of operations of its fixed Route 3.

**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 MOU for City with the State Center Community College Center District, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized to execute the MOU on behalf of the City.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

## MEMORANDUM OF UNDERSTANDING

### FOR

#### **Madera Community College Center MAX Expansion - Fixed-Route 3**

This Memorandum of Understanding for the Madera Community College Center MAX Expansion - Fixed-Route 3 is entered this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the City of Madera, Transit Division (CITY) and State Center Community College Center District (DISTRICT).

#### RECITALS

a) CITY provides local public transit service (fixed-route and demand-response) within the city of Madera and the immediately adjacent unincorporated areas of Madera County within its jurisdiction, by offering fixed-route intercity service, as well as paratransit service (known as Dial-a-Ride) as mandated by the Americans with Disabilities Act (ADA). Beginning January 2, 2018 service to Madera Community College Center will include 60-minute bus frequency with a morning connection linking east and west Madera via transfer at the MAX Stop on P Street.

b) Madera Community College Center (MCCC) as a campus and agent of DISTRICT, serves nearly 6,000 students providing educational opportunities and support for completion of students' transfer, degree, basic skills, career technical and retraining goals. The college recognizes the value of public transportation in meeting sustainability goals and facilitating travel to and from the college.

c) CITY and DISTRICT desire to enter into this MOU to coordinate the MCCC MAX Expansion - Fixed-Route 3, which will improve access for all MCCC students with the resource of riding the MAX fixed route system starting January 2, 2018 through the last day of the Fall semester of 2021. The goal of the MAX Expansion - Fixed-Route 3 is to ascertain the potential usage of a fixed-route to the campus, and to provide the information necessary to plan for long-term public transportation options.

NOW, THEREFORE, in consideration of the promises herein, the parties agree as follows:

#### 1. Madera Community College Center MAX Service

- a) CITY will plan, develop, and provide fixed-route service (30-minute or less headway to be achieved on or before year three) starting from within the current city-limit MAX boundaries and ending at Madera Community College Center. Estimated cost of the service for three years is \$600,000, which includes operations (\$210,000), two new buses (\$330,000), and outreach activities (\$60,000). All services are subject to the availability of Federal Transit Administration funding and required local match.
- b) A report of ridership on the MAX Fixed-Route 3 will be provided on a quarterly basis as part of the quarterly Transit Advisory Board agenda, and forwarded to MCCC.

#### 2. Marketing and Resources Supporting MAX

- a) MCCC agrees to promote the MAX Expansion - Fixed-Route 3. Promotion by MCCC may include, but not limited to, purchasing and installation of bus-wrap (to be designed) for two MAX buses that will service the campus, facilitating direct mailings to provide students with information on the MAX, inclusion of MAX information in student orientation materials, a link on college website about the MAX, social media posts regarding the MAX, space in the Class Schedules as available, and the ability to set up a table on campus to inform students of transportation options and the MAX.

- b) MCCC agrees to coordinate and distribute City of Madera Dial-A-Ride tickets to qualified students/faculty (those with starting/ending destinations in the Dial-A-Ride County service area and more than ½ mile from a MAX Fixed Route Stop). All Dial-A-Ride tickets will be provided to MCCC by the CITY as part of an Agreement between City of Madera and County of Madera as funding allows.
  - c) MCCC through its Associated Students, agrees to promote the MAX through communication with students on the MAX Fixed-Route 3 and assistance to CITY with placement of print materials promoting the MAX at key locations on campus.
  - d) DISTRICT agrees to a single lump-sum payment of \$30,000 to CITY to support operating costs of the new service over the next three years.
3. Term of MOU: This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 36 months. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed below.
4. Indemnity: The DISTRICT and CITY (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.
5. Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out above, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF MADERA**  
 City Hall  
 205 W. 4<sup>th</sup> Street  
 Madera, CA 93637

**STATE COMMUNITY COLLEGE**  
**CENTER DISTRICT**  
 1525 E. Weldon  
 Fresno, CA 93704

\_\_\_\_\_  
 Andrew J. Medellin, Mayor

  
 \_\_\_\_\_  
 Cheryl Sullivan, Vice Chancellor

\_\_\_\_\_  
 Date

10/31/18  
 \_\_\_\_\_  
 Date

## MEMORANDUM OF UNDERSTANDING

### FOR

### Madera Community College Center MAX Expansion - Fixed-Route 3

This Memorandum of Understanding for the Madera Community College Center MAX Expansion - Fixed-Route 3 is entered this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the City of Madera, Transit Division (CITY) and State Center Community College Center District (DISTRICT).

#### RECITALS

a) CITY provides local public transit service (fixed-route and demand-response) within the city of Madera and the immediately adjacent unincorporated areas of Madera County within its jurisdiction, by offering fixed-route intercity service, as well as paratransit service (known as Dial-a-Ride) as mandated by the Americans with Disabilities Act (ADA). Beginning January 2, 2018 service to Madera Community College Center will include 60-minute bus frequency with a morning connection linking east and west Madera via transfer at the MAX Stop on P Street.

b) Madera Community College Center (MCCC) as a campus and agent of DISTRICT, serves nearly 6,000 students providing educational opportunities and support for completion of students' transfer, degree, basic skills, career technical and retraining goals. The college recognizes the value of public transportation in meeting sustainability goals and facilitating travel to and from the college.

c) CITY and DISTRICT desire to enter into this MOU to coordinate the MCCC MAX Expansion - Fixed-Route 3, which will improve access for all MCCC students with the resource of riding the MAX fixed route system starting January 2, 2018 through the last day of the Fall semester of 2021. The goal of the MAX Expansion - Fixed-Route 3 is to ascertain the potential usage of a fixed-route to the campus, and to provide the information necessary to plan for long-term public transportation options.

NOW, THEREFORE, in consideration of the promises herein, the parties agree as follows:

#### 1. Madera Community College Center MAX Service

- a) CITY will plan, develop, and provide fixed-route service (30-minute or less headway to be achieved on or before year three) starting from within the current city-limit MAX boundaries and ending at Madera Community College Center. Estimated cost of the service for three years is \$600,000, which includes operations (\$210,000), two new buses (\$330,000), and outreach activities (\$60,000). All services are subject to the availability of Federal Transit Administration funding and required local match.
- b) A report of ridership on the MAX Fixed-Route 3 will be provided on a quarterly basis as part of the quarterly Transit Advisory Board agenda, and forwarded to MCCC.

#### 2. Marketing and Resources Supporting MAX

- a) MCCC agrees to promote the MAX Expansion - Fixed-Route 3. Promotion by MCCC may include, but not limited to, purchasing and installation of bus-wrap (to be designed) for two MAX buses that will service the campus, facilitating direct mailings to provide students with information on the MAX, inclusion of MAX information in student orientation materials, a link on college website about the MAX, social media posts regarding the MAX, space in the Class Schedules as available, and the ability to set up a table on campus to inform students of transportation options and the MAX.

- b) MCCC agrees to coordinate and distribute City of Madera Dial-A-Ride tickets to qualified students/faculty (those with starting/ending destinations in the Dial-A-Ride County service area and more than ½ mile from a MAX Fixed Route Stop). All Dial-A-Ride tickets will be provided to MCCC by the CITY as part of an Agreement between City of Madera and County of Madera as funding allows.
  - c) MCCC through its Associated Students, agrees to promote the MAX through communication with students on the MAX Fixed-Route 3 and assistance to CITY with placement of print materials promoting the MAX at key locations on campus.
  - d) DISTRICT agrees to a single lump-sum payment of \$30,000 to CITY to support operating costs of the new service over the next three years.
3. Term of MOU: This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 36 months. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed below.
4. Indemnity: The DISTRICT and CITY (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.
5. Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out above, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF MADERA**  
 City Hall  
 205 W. 4<sup>th</sup> Street  
 Madera, CA 93637

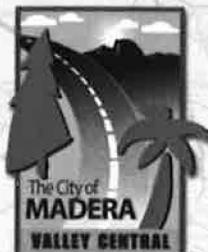
**STATE COMMUNITY COLLEGE**  
**CENTER DISTRICT**  
 1525 E. Weldon  
 Fresno, CA 93704

\_\_\_\_\_  
 Andrew J. Medellin, Mayor

  
 \_\_\_\_\_  
 Cheryl Sullivan, Vice Chancellor

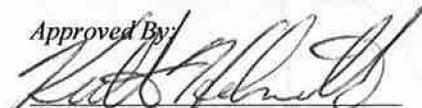
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 Date

10/31/18  
 Date



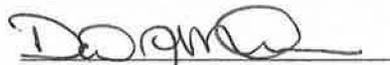
## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of December 5, 2018

Agenda Item Number B-13

  
City Administrator  
Acting

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING BUSINESS SUBDIVISION AGREEMENT FOR TRENCH AND USS WITH PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA FOR THE FIRE STATION NO. 58 PROJECT**

### RECOMMENDATION:

That City Council approves Resolution No. 18 - \_\_\_\_\_:

1. Approving the Business Subdivision Agreement.
2. Authorizing the Mayor to execute the Agreement.

### SUMMARY:

Fire Station No. 58 to be constructed on Condor Drive is beyond AT&T's current service area. The construction of the trench and installation of conduit and service boxes by the City's contractor was the recommended and cost-effective approach to extend AT&T's service to the fire station.

AT&T will provide the conduit and fixtures at no cost to the City. The City's cost for AT&T services will be a reimbursement for taxes and fees that AT&T will be required to pay for the value of these new improvements. The amount of the reimbursement known as the "Contribution in Aid of Construction" is \$11,245.85. The adopted FY 2018/19 Budget for the Fire Station No. 58 Project includes funds for this expense.

## **DISCUSSION:**

AT&T has prepared their standard Business Subdivision Agreement for Trench and Underground Supporting Structure (the Agreement) for applicant (City) to construct the Trenching and USS facilities required to extend their communication facilities. AT&T identifies this location as a new business on unimproved subdivided lots and the project is known by them as the “Fire Station Business Subdivision”.

City Council approved the Award of Contract for the Fire Station No. 58 – Fire Station Construction Northwest City Project No. FD-00002 (the Project) on October 17, 2018. The Project construction plans included the construction of trench, conduits, service boxes and related AT&T equipment. Approval of the Agreement will permit the City of Madera and its contractor to construct the Trenching and USS along the west side of Condor Way from Kennedy Street to the Fire Station.

The payment to AT&T is in accordance with the Tax Reform Act of 1986 and CPUC Decision 87-09-026 which represents a 23% Federal Income Tax for their contribution in aid of construction (CIAC).

The Agreement includes specific provisions for the construction of the facilities that have been accepted and included in the construction plans for the Project. Also included are insurance requirements that can be met by the City and City’s Contractor. Other general provisions normally included in this type agreement are acceptable.

## **FISCAL IMPACT:**

Construction costs and fees for the Project have been appropriated in the 2018/19 City Budget; the source of funds is Measure K.

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

**Action 126** - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A BUSINESS SUBDIVISION AGREEMENT  
FOR TRENCH AND USS WITH PACIFIC BELL TELEPHONE  
COMPANY dba AT&T CALIFORNIA FOR THE FIRE STATION NO. 58  
PROJECT**

**WHEREAS**, the City has approved the construction of the Fire Station No. 58 Project, (the Project); and

**WHEREAS**, the Project requires telephone and communication service to be provided by AT&T California; and

**WHEREAS**, AT&T has prepared their standard Agreement permitting the City and its contractors to construct the necessary AT&T facilities to serve the Project; and

**WHEREAS**, the Agreement has been submitted to City Council for consideration and the Agreement is on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Agreement, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized and directed to execute the Agreement.
4. The City Engineer is authorized to implement the provisions in the Agreement for the construction of AT&T facilities for the Fire Station No. 58 Project.
5. The Finance Director is authorized and directed to make payment for AT&T's bill for Contribution in Aid of Construction.
6. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**BUSINESS SUBDIVISION AGREEMENT  
FOR TRENCH AND USS**

**(Rules 15 & 16 – ¾ Difference Rule Not Applicable)**

**BETWEEN**

**CITY OF MADERA**

**And**

**PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA**

**RE**

**CONDOR FIRE STATION BUSINESS SUBDIVISION #A01CG7M**

Business Subdivision Trench  
Construction Agreement  
Revised 8/27/07

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THIS AGREEMENT ("Agreement") is between CITY OF MADERA, a CALIFORNIA corporation ("Applicant"), and PACIFIC BELL TELEPHONE COMPANY, a California corporation dba AT&T California ("AT&T") (collectively the "Parties").

## I. DEFINITIONS.

As used in this Agreement, the following terms apply:

- A. The term "Tariff" refers to Schedule Cal. P.U.C. No. A2.
- B. The term "Underground Supporting Structure" (hereinafter "USS") includes, but is not limited to conduit, inner duct, manholes, service boxes and related equipment.
- C. The terms "Trench" and "Trenching" include, but are not limited to, excavating, backfilling, compacting, and as necessary, breaking and replacing pavement, sidewalks, driveways, curbs and gutters; and restoring all other surface features, disturbed by underground construction, including landscaping, plus the cost of performing such work.
- D. The term "Hazardous Substance" refers to any substance, material or chemical that is or becomes regulated under applicable local, state, or federal law, regulation, or ordinance.
- E. The term "Subdivision" refers to improved or unimproved land under a definite plan of development with the property subdivided into individual lots, that are identified by filed and approved subdivision plans, where it can be shown that there are reasonable prospects within the next three years for five or more permanent telephone line terminations, at a density of at least one line per acre.
- F. The term "CPUC" refers to the California Public Utilities Commission.

## II. RECITALS.

- A. Applicant is constructing a business Subdivision at Condor at Kennedy, in Madera, California known as Fire Station Business Subdivision (the "Project").
- B. Applicant has requested that AT&T provide telecommunication service to the Project. A copy of Applicant's approved tract map is attached to this Agreement as Exhibit A.
- C. Applicant has agreed to construct that portion of the Trenching and the USS required to extend AT&T's existing communication facilities to and within the

Project that is within the boundary of the Subdivision property and that is 200' or less in length and adjacent to the boundary of the Subdivision property.

- D. AT&T is willing to accept Applicant's request subject to the terms and conditions of this Agreement.

In consideration of the above, the Parties agree as follows:

### III. SPECIFIC PROVISIONS.

A. Tariff.

The construction of the Trench and the USS required for AT&T to provide telecommunication service to the Project, which shall include transiting conduit necessary to serve parcels outside of the Subdivision, shall be completed in accordance with Rules 15 and 16 of the Tariff.

B. Construction.

1. Within sixty (60) days after it receives a copy of this Agreement that has been executed by Applicant and the advance payment(s) provided for in Section III (F)(1), AT&T shall provide to Applicant detailed plans and specifications for the construction of the Trench and the USS.
2. Applicant shall, at its expense, construct the Trench and the USS required to extend AT&T's existing communication facilities to and within the Project, which will not exceed the boundary of the Subdivision by more than 200'. The construction of the Trench and the USS shall be in accordance with AT&T's plans and specifications and shall conform to the construction specifications of the City or County that has jurisdiction over the Project. **APPLICANT SHALL NOT DEVIATE FROM AT&T'S TRENCH SPECIFICATIONS WITHOUT AT&T'S PRIOR WRITTEN CONSENT.**
  - a. Applicant shall be responsible for all Trenching requirements, including sand shading, backfilling and compaction. Applicant will furnish and install all material not included in Section III (B)(3) below, and construct in place, or furnish all other labor and material necessary to complete the USS in accordance with AT&T's plans and specifications.
  - b. Applicant shall, in AT&T's presence, prove the integrity of the installed duct structure by pulling a mandrill through each conduit section between the manholes/splice boxes.

- c. Applicant shall provide AT&T with final footages of conduit sections on an "as built" drawing prior to installation of communication facilities.
3. AT&T shall, at its expense, provide to Applicant the conduit material and the metallic manhole frames and covers required for the Project and the transiting conduit (i.e., the conduit material and metallic manhole frames and covers) necessary to serve parcels outside of the Subdivision (the "Conduit Material"), or, where mutually agreeable as evidenced by signing below, Applicant shall provide the Conduit Material and AT&T will pay Applicant AT&T's current cost for the Conduit Material.

TO EVIDENCE MUTUAL AGREEMENT FOR APPLICANT TO PROVIDE THE CONDUIT MATERIAL FOR WHICH AT&T WILL PAY TO APPLICANT AT&T'S CURRENT COST FOR THAT MATERIAL, SIGN HERE:

APPLICANT

AT&T

By \_\_\_\_\_

By \_\_\_\_\_

- a. The Conduit Material noted above includes: cast steel manhole frames and covers, white conduit - Type C PVC with AT&T's logo; 2" conduit-Type DB 60 rigid plastic; steel galvanized pipe of equivalent standard heavy-wall duct material acceptable to AT&T, and all associated castings, bends, fittings, unions, etc.
  - b. Ownership of the Conduit Material shall at all times vest in AT&T.
  - c. If AT&T provides the Conduit Material, AT&T shall deliver the Conduit Material to the Trench construction site or another mutually agreeable location in that vicinity.
  - d. Applicant shall be responsible for loss, unreasonable breakage, and any liability in connection with the Conduit Material provided by AT&T.
4. Applicant shall obtain all permits necessary for excavation from the public agency(ies) that have jurisdiction over the Project.
5. AT&T shall, at its expense, place all cables, wires, and associated equipment required for the provisioning of telecommunications service for the Project.

6. If, during the installation or construction of communications facilities, AT&T employees, subcontractors, or agents encounter any Hazardous Substance(s) that may be disturbed by AT&T's activities:
  - a. AT&T shall give prompt written notice of the discovery of the Hazardous Substance(s) to Applicant;
  - b. AT&T shall suspend performance under this Agreement until (1) containment and removal of the Hazardous Substance(s) has been completed and approved by the appropriate governmental agency(ies), if such approval is required, or approved by AT&T if governmental agency(ies) approval is not required, or (2) Applicant reasonably demonstrates that the Hazardous Substance(s) will not be disturbed by AT&T's activities;
  - c. AT&T's performance of its obligations under this Agreement is extended for the amount of time which it takes to complete containment/removal of the Hazardous Substance(s); and,
  - d. If Applicant elects not to remove/contain the Hazardous Substance(s), AT&T may terminate this Agreement without further liability by giving advance notice to Applicant no later than ten (10) days after the date the Applicant notifies AT&T of its decision not to remove/contain the Hazardous Substance(s). In this case, Applicant shall reimburse AT&T for AT&T's share of the USS cost paid by AT&T and for the costs incurred by AT&T for the placement of cables and wiring on the Project and the wrecking associated with that placement up to the effective date of the termination. Upon such payment, Applicant shall become the owner of said wire and cables.

C. Term.

This Agreement is effective upon execution and shall continue in effect until terminated or canceled as provided by law or this Agreement.

D. Inspection and Acceptance.

1. A AT&T Inspector will be provided at the job site at AT&T's cost during the construction phase of the Project to ensure that all trenching activities and placement of conduit and manholes/splice boxes are in accordance with AT&T's plans and specifications. Applicant shall notify AT&T's Construction Coordinator on 559-454-3724 forty-eight (48) hours in advance of the start of construction to coordinate the inspection activities.
2. AT&T shall have the right to inspect and accept the USS prior to placing any communication facilities therein. Acceptance of the USS will be contingent upon visual certification by the assigned AT&T Inspector prior

to commencement of Trench backfilling operations. Upon acceptance, AT&T shall provide to Applicant a Completion and Acceptance Certificate.

E. Placement of Facilities.

AT&T and any other USS occupant shall jointly determine the dates and sequence of construction of each of their respective facilities in the USS.

F. Payment.

1. In accordance with the Tax Reform Act of 1986 and CPUC Decision 87-09-026, within thirty (30) days of execution of the Agreement, Applicant shall pay to AT&T [written amount in dollars and cents] / \$[dollar and cents figure], which represents a 23% Federal Income Tax for contribution received in aid of construction and applies to the value of materials and labor provided by Applicant for the construction and installation of the USS.

Payments shall be sent to:

AT&T California  
2700 Watt Ave  
Sacramento, CA 95821  
ATTN: Debbie Beck

2. In accordance with Rule 16(A)(4)(a)(1) of the Tariff and Exhibit B hereto, within thirty (30) days of completion of the USS by Applicant and acceptance by AT&T, Applicant shall submit a bill to AT&T for the amount of [written amount in dollars and cents] / \$[dollars and cents figures], which represents Applicant's costs for the construction and installation of that portion of the main service connection facility in the public right of way that was constructed by Applicant. Applicant's bill shall include the name and location of the Subdivision and AT&T's job number. Applicant shall submit with its bill the original signed Completion and Acceptance Certificate provided to Applicant by AT&T's Inspector upon acceptance of the Trenching and USS. AT&T shall pay Applicant's bill within sixty (60) days of receiving it.

In the event Applicant fails to complete all work described herein, AT&T shall be obligated to compensate Applicant only for that portion of the work satisfactorily completed by Applicant, as determined by AT&T.

Bills are to be sent to:

AT&T California  
[street address]  
[city and state] [zip code]  
ATTN: [name]

3. If Applicant provides the Conduit Material, in accordance with Rule 15 of the Tariff and Exhibit B hereto, within thirty (30) days of completion of the USS by Applicant and acceptance by AT&T, Applicant shall submit a bill to AT&T for the amount of [written amount in dollars and cents] / \$[dollars and cents figures], as referenced in Exhibit B herein, which represents AT&T's current cost for the Conduit Material. Applicant's bill shall include the name and location of the Subdivision and AT&T's job number. AT&T shall pay Applicant's bill within sixty (60) days of receiving it.

G. Cancellation, Modification or Deferment.

If Applicant cancels, modifies or defers its request for line extension and/or service connection facilities within the Subdivision, Applicant shall pay any charges incurred by AT&T, in accordance with the Tariff.

H. Indemnity; Limitation of Liability.

1. Applicant shall indemnify, defend at AT&T's request and at no cost or expense to AT&T, and hold harmless AT&T and its officers, agents and employees, as well as its associated and affiliated companies and their respective officers, agents, and employees ("Indemnitees"), from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection with the materials used or the work performed by Applicant under this Agreement or the condition of the Project's property, including environmental contamination, except where such Liabilities are caused by the sole negligence or willful misconduct of Indemnitees.
2. AT&T shall notify Applicant within a reasonable time of any written claim or demand against AT&T for which Applicant is responsible under this section. Applicant shall also (a) keep AT&T fully informed as to the progress of such defense, and (b) afford AT&T, at its own expense, an opportunity to participate with Applicant in the defense or settlement of such claims, demand, lawsuits or other legal proceedings.
3. AT&T shall indemnify, defend, and hold harmless Applicant, from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection AT&T's installation of facilities in the USS, except where such Liabilities are caused by the negligence or willful misconduct of

Applicant. Applicant shall notify AT&T within a reasonable time of any written claims or demand against Applicant for which AT&T is responsible under this section.

4. These indemnities shall survive the termination or cancellation of this Agreement or any provision to the contrary herein.
5. IN NO EVENT WILL AT&T BE LIABLE TO APPLICANT FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM OR DEFECT OF CABLE OR WIRING, REGARDLESS OF THE FORESEEABILITY THEREOF.

1. Insurance.

1. With respect to Applicant's performance under this Agreement, and in addition to Applicant's obligation to indemnify, Applicant shall at its sole cost and expense, maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:
  - i. at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later; and
  - ii. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;
2. Applicant shall also require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverages, requirements, and limits at least as broad as those listed in this section from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
  - a. procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or

better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Applicant may procure insurance from the state fund of the state where work is to be performed; and

- b. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Applicant shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Applicant shall deliver such certificates:
  - i. prior to commencement of any work;
  - ii. prior to expiration of any insurance policy required in this Section; and
  - iii. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.

3. The Parties agree:

- a. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Applicant's obligation to maintain the insurance required under this Agreement;
- b. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Applicant, nor be deemed as a limitation on Applicant's liability to AT&T in this Agreement;
- c. Applicant may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

Applicant is responsible for any deductible or self-insured retention.

4. The insurance coverage required by this section includes:

- a. Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

\$500,000 for Bodily Injury – each accident

\$500,000 for Bodily Injury by disease – policy limits

\$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Applicant shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

- b. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

\$2,000,000 General Aggregate limit;

\$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence;

\$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;

\$2,000,000 Products/Completed Operations Aggregate limit;

\$1,000,000 each occurrence limit for Products/Completed Operations;

\$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

The Commercial General Liability insurance policy must:

- i. include AT&T, its affiliates, and their directors, officers, and employees as Additional Insureds. Applicant shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;
  - ii. include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees; and
  - iii. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- c. Business Automobile Liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- d. Umbrella/Excess Liability insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

J. Warranty.

1. Applicant warrants that that for a period of two (2) years following acceptance of the USS by AT&T, all work and materials to be furnished under this Agreement:
  - a. shall conform in all respects to the requirements of this Agreement;
  - b. are adequate for the purposes for which they are intended;
  - c. are free from any defects in design, materials, workmanship and title including, but not limited to, defects that will cause caving or sinking of the Trench, the USS, paving, or other materials.
2. Applicant warrants that qualified personnel will perform all work promptly and with diligence, to AT&T's reasonable satisfaction, and that all work and materials shall be subject to all statutory and express or

implied warranties. This warranty shall survive inspection, acceptance, termination and payment.

3. Except as disclosed to and acknowledged by AT&T in writing, Applicant is not aware of the presence of any Hazardous Substance at the locations on the Project where AT&T will be installing cable and wiring and performing wrecking in association with such installations.

K. Title.

Upon the inspection and acceptance in writing of the USS by AT&T, title to the USS and all materials furnished by Applicant for the Project shall vest in AT&T, provided that such is free of all liens and encumbrances.

L. Liens.

Applicant, its agents and contractors shall keep the USS free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Applicant, its agents or contractors. In the event a lien is recorded against the USS and it is not removed from the record within ten (10) days after notice is given by AT&T to Applicant to do so, AT&T shall have the right to pay and discharge the lien without regard to whether the lien shall be lawful, valid or correct. Applicant shall, within thirty (30) days after written notice from AT&T, reimburse AT&T for any such claim paid by it.

M. Licenses and Easements.

Prior to construction of the Project, Applicant shall furnish AT&T with any and all licenses and grants of easements that are necessary to accommodate the Project, at no cost to AT&T, for the construction and maintenance of AT&T's facilities.

N. Performance.

If Applicant should default in the performance of any work that it is obligated to perform under this Agreement within the time allowed for such work, AT&T may elect, by written notice to Applicant, to perform the work at Applicant's sole risk and expense and Applicant shall pay to AT&T upon demand AT&T's actual costs for performing the work.

O. Damage to Facilities.

Applicant, its employees, agents or contractors shall exercise special precaution and care to avoid causing damage to AT&T's facilities in performing work under the Project. Applicant shall assume responsibility for any and all losses, costs or expenses arising out of, caused by, or in any way connected with such damages, including consequential damages. Applicant shall immediately report the

occurrence of any such damage to AT&T. Applicant shall, on demand, reimburse AT&T for the entire expense incurred in replacing or repairing the damage.

P. Tax Liability.

Applicant shall pay and hold AT&T harmless from and against, all penalties, interest, taxes or other charges that are levied or assessed against Applicant.

Q. Schedule of Work.

AT&T shall have its facilities installed contingent upon mutually acceptable schedules, timely obtaining of permits, licenses and other documents, and not being delayed by those uncontrollable forces described in Section III.R below.

R. Force Majeure.

AT&T shall not be held liable to Applicant for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, the presence of archeological or historical artifacts, or Hazardous Substances on, in, or near the Project, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of carriers. If any of the foregoing events occur, AT&T agrees, if requested by Applicant, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as Applicant agrees to reimburse AT&T for the incremental actual costs of such efforts.

S. Compliance with Laws.

Applicant shall comply with all applicable federal, state, county, and local statutes, laws, ordinances, regulations, and codes, including the Executive Orders and regulations that are attached hereto as Exhibit C. As used in Exhibit C, "Contractor" means Applicant.

#### IV. GENERAL PROVISIONS.

A. Assignment.

Applicant shall not wholly or partially assign this Agreement without the prior written consent of AT&T.

B. Binding Effect.

This Agreement shall be for the benefit of and is binding upon the respective successors and assigns of the Parties.

C. Termination.

This Agreement automatically terminates upon completion and acceptance by AT&T of the USS. In the event of any material default or breach of this Agreement by Applicant, in addition to all other rights and remedies that AT&T may have at law or in equity, AT&T may terminate this Agreement by giving thirty (30) days prior written notice of termination. The notice shall specify the cause of termination and shall give Applicant a reasonable opportunity to cure and correct any such cause. In the event this Agreement is terminated or suspended as provided herein, AT&T shall not be liable to Applicant or any other person or entity for any losses, damages or claims which may arise as a result of termination. Applicant shall pay to AT&T any and all costs and expenses incurred by AT&T prior to termination of this Agreement. Any termination of this Agreement in whole or in part shall not release Applicant from any liability or obligation under this Agreement, whether of indemnity or otherwise, that may have accrued or that may be accruing or that arise out of any claim that may have accrued or may be accruing at the time of termination.

D. Entire Agreement.

This Agreement and the attached Exhibits, which are incorporated herein, constitute the entire Agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations and understandings are superseded.

E. Independent Contractor.

Applicant, its agents, employees and contractors shall perform all work under this Agreement as independent contractors and not as affiliates, partners, joint ventures, agents, employees, servants or assigns of AT&T.

F. Jurisdiction.

This Agreement shall be governed by the laws of the State of California and is subject to the applicable rules, regulations and tariffs on file with the CPUC and is also subject to changes or modifications as the CPUC may order.

G. Notices.

All notices or other communications hereunder shall be given in writing and are deemed given when delivered in person, when delivered to an agent, such as an overnight or similar delivery service, or three days after being deposited in the United States mail, postage prepaid and addressed as follows:

APPLICANT  
City of Madera  
City Engineer  
205 W. Fourth St.  
Madera, CA 93637

AT&T California  
[insert address where notice  
should be sent]

H. Waiver and Amendment.

The provisions of this Agreement shall not be waived, altered, or amended by any representations or promises of any party unless consented to in writing by both parties.

I. Attorneys' Fees.

If any action is brought to adjudicate the rights granted in this Agreement or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount to be determined by a court or a tribunal of competent jurisdiction.

The duly authorized representatives of Applicant and AT&T have executed this Agreement by affixing their signatures on the dates indicated below.

CITY OF MADERA

PACIFIC BELL TELEPHONE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Andrew J. Medellin

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

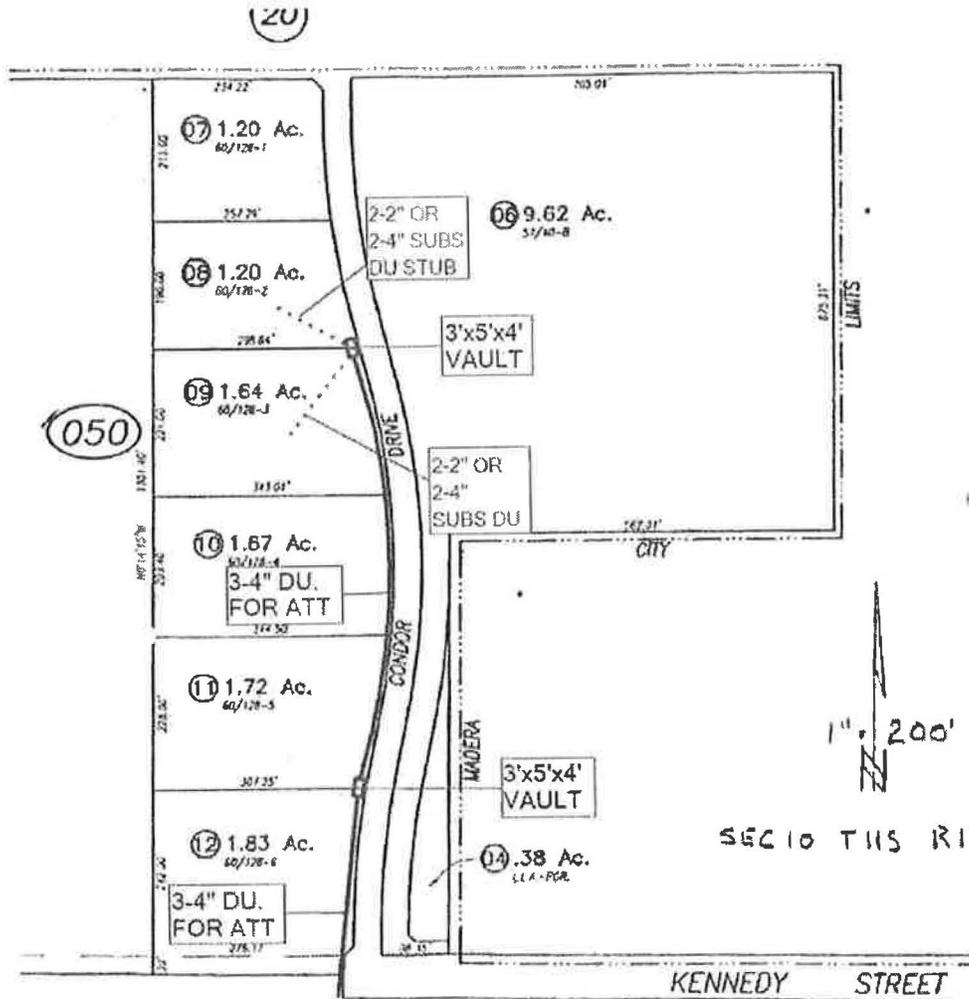
Title: Mayor

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

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

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

**Exhibit A**  
**Applicant's Approved Tract Map**



WEST:323686-  
 Agreement\_for\_Business\_Subdivision\_where\_Applicant\_constructs\_USS\_&\_3/4\_Rule\_  
 does not apply.

**Exhibit B**

**AT&T's Reimbursement Schedule for Conduit Material**

**Main Distribution Conduit**

**2790 Linear feet of 4" conduit @ \$1.30 per foot = \$3,640**

**Service Connection Conduit**

**Linear feet of       " conduit @ \$       per foot = \$**

**trench feet NOT in the Main Distribution Trench @ \$       per foot = \$**

**Frames & Covers (Manholes)**

**[insert # ] Manhole [insert size] [insert type] @ \$       per frame & cover = \$**

**Total Reimbursement for Service Connection Conduit construction = \$**

**AT&T's cost of conduit per foot = \$1.30/lf 930' x 3 ducts = 2790/20= 140 sticks of 20' conduit =  
140x \$26.00 (1.30x20)=\$3,640.00**

**AT&T'S cost of 36" 22-1/2 sweep = \$ 11.23 ea. 18 pieces x \$11.23= \$202.14**

**AT&T'S cost of coupler = \$ 2.78 ea. x 6 = \$16.68**

**AT&T'S cost of can of glue =\$ 9.90 x 2=\$19.80**

**Total estimate for conduit \$3,878.62**

## Exhibit C

### Executive Orders and Associated Regulations

AT&T California and AT&T Nevada, as common carriers of telecommunications services, engage in work as contractors for various departments and agencies of the United States Government. Also, certain facilities may be constructed pursuant to federally assisted construction programs. Because of the foregoing, work under this contract may be subject to the provisions of certain Executive Orders, federal laws and associated regulations. To the extent that such Executive Orders, federal laws and associated regulations apply to the work under this contract, and only to that extent, Contractor agrees to comply with the provisions of all such Executive Orders, federal laws and associated regulations as no in force or as may be amended in the future, including, but not limited to the following:

#### 1. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.

In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.4, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of nonexempt contracts and subcontracts.

#### 2. CERTIFICATION OF NONSEGREGATED FACILITIES.

In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.8, Contractor certifies that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex, or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, provided that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. Contractor will obtain similar certifications from proposed subcontractors prior to the award of any nonexempt subcontract.

#### 3. CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM.

Contractor certifies that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R. § 60-1.40.

#### 4. CERTIFICATION OF FILING.

Contractor certifies that it will file annually, on or before the 31<sup>st</sup> of March, complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place as required by 41 C.F.R. § 60-1.7.

#### 5. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.

In accordance with Executive Order 11701, dated January 24, 1973, and 41 C.F.R. 60-250.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

#### 6. AFFIRMATIVE ACTION FOR HANDICAPPED PERSONS.

In accordance with Executive Order 11758, dated January 15, 1974, and 41 C.F.R. § 60-741.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

#### 7. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.

48 C.F.R., Ch. 1, § 19.740(4) and 19.708(a) require that the following clause is included:

*Utilization of Small Business concerns and Small Disadvantaged Business Concerns (June, 1985)*

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by and Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned businesses, at least 51 percent of the stock of which is owned by one or more socially and economically

disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more

of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

*Small Business and Small Disadvantaged Business Subcontracting Plan.*

Contractor, unless it is a small business concern, as defined in section 3 of the Small Business Act, agrees to adopt and comply with a small business and small disadvantaged business subcontracting plan, which shall be included in and made a part of this contract. The parties incorporate herein by this reference the regulations and contract clauses required by 48 C.F.R., Ch. 1, §§ 19.704(4) and 19.708(b) to be made a part of Government contracts and subcontracts.

**8. WOMEN-OWNED SMALL BUSINESSES.**

As prescribed in 48 C.F.R., Ch. 1, § 19.902, the following clause is included in solicitations and contracts when the contract amount is expected to be over the small purchase threshold, unless (a) the contract is to be performed entirely outside the United States, its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands, or (b) a personal services contract is contemplated:

(a) "Woman-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of Preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 C.F.R. § 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus area if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

*Labor Surplus Area Subcontract Program.*

(a) See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.

(b) The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities at prices no higher than obtainable elsewhere. The contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;

(2) Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;

(3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;

(4) include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and

(5) Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

(c) The Contractor further agrees to insert in any related subcontract that may exceed \$500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of subcontractors.



**MADERA FIRE STATION #58  
Submittal #026**

**DMCI JOB #1-810**

**DATE: 11/27/18**

**To: City of Madera Engineering**

**From: Davis Moreno Construction, Inc.  
4720 N. Blythe Ave.  
Fresno, CA 93722**

**Attn: JERRY MARTINEZ**

**SUBCONTRACTOR/SUPPLIER: BETTER FLOORING  
SPECIFICATION NAME: RESILIENT FLOORING AND ATHLETIC FLOORING  
SPECIFICATION SECTION(s) #: 096500 & 096566  
INFORMATION ATTACHED: PRODUCT DATA**

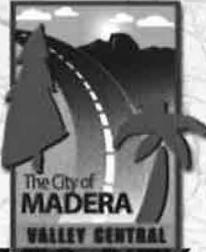
**NOTES: \_\_\_\_\_**

The Contractor has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings or submittal that does not conform to the Contract Documents. This shop drawing or submittal has been coordinated with all other shop drawings and submittals received to date by Contractor, and this duty of coordination has not been delegated to the Owner's separate Contractors, Subcontractors, material suppliers, the Architects, or the engineers on this project.

**Submitted By: Stephen Davis**

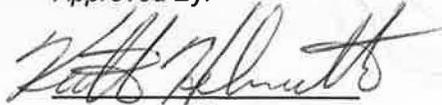
**Signature: Stephen Davis**

**Review Stamp Section**



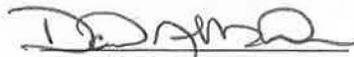
## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of December 5, 2018

Agenda Item Number B-14

  
City Administrator  
Acting

SUBJECT: CONSIDERATION OF A MINUTE ORDER ACCEPTANCE OF THE CONSTRUCTION OF 2017-18 CITY ST. 3R AND ADA PROJECT CITY PROJECT NO. R-65 STATE PROJECT NO. LPPSB1L-5157(112)

### **RECOMMENDATION:**

City Council approve Minute Order approving:

1. Acceptance of the Construction of 2017-18 City St. 3R and ADA Project City Project No. R-65
2. The recording of the Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### **SUMMARY:**

The City Council, at their August 1, 2018 meeting, awarded a contract to Emmett's Excavation Inc., for 2017-18 City ST. 3R and ADA Project City Project No. R-65 State Project No. LPPSB1L-5157(112). The Contractor has substantially completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the City Council accept the project.

### **SITUATION:**

A final project inspection was held by the Engineering Department. Public Works Department also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the City Council and a "Notice of Completion" recorded. The original scope of the 2017-18 City ST. 3R and ADA Project City Project No. LPPSB1L-5157(112) provided for the application of wearing surfaces on Various City Streets. The project consisted of the use of preventative maintenance treatments such as Cape Seals and Type II Micro-Surfacing at various streets that are currently at its initial or middle stage of deterioration. On heavier deteriorating streets, a thin layer is removed and overlaid with Asphalt Concrete.

During construction activities, the Contractor accidentally damaged one of the Traffic Signal Loop Detector at the Intersection of Howard Road and Fairview Ave. Due to the necessary repair for full functionality of the Traffic Signal, the City proceeded with hiring Traffic Loops Crackfilling, Inc. to replace the damaged loop detector given their availability to perform the work immediately as they were already in town doing work as part of a different project. The cost for the replacement was deducted from the Contractor's original contract as outlined in Change Order No.2 2-10. Also, the City proceeded with the replacement of a separate Traffic Signal Loop Detector at the intersection of Almond Ave and Madera Ave that was necessary to complete the asphalt overlay at that location. The total price for the replacement of both loop detector was \$3,700.00.

A final project inspection was held and Public Works Department and Engineering Division have accepted the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded. The final progress payment less the retention amount of five percent has been processed. The original contract amount was \$858,128.00.

Two contract change orders have been processed for scope of work added and credited/deducted to the project as tabulated below.

**Contract Change Order(s)**

**Change Order No. 1**

CCO	Item Description	Amount
1-1	Additional work to install 8 Ea. Bid Item No. 4: Concrete ADA Ramps with Domes at negotiated price for \$7,500.00 per each	\$ 60,000.00
<b>Total Additive Amount - - - -</b>		\$60,000.00
<b>Total Deductive Amount - - - -</b>		0.00
<b>Total Additive Amount - - - -</b>		\$60,000.00

**Change Order No. 2**

CCO	Item Description	Amount
2-1	Add 8 TON of Bid Item #9: Type B 1/2 Asphalt Concrete @ \$125 / TON	\$1,000.00
2-2	Additional Storm / Sewer Manhole Adjusted at approximately 115 FT from the edge of improvement on the West of Site #11,12,13 (Intersection of Evergreen PL and Schnoor Ave)	\$1,320.00
2-3	Extra Work to Grind Lip of Ramps at 6 Locations @ \$2,290.85 LS	\$2,290.85
2-4	Extra Work to Adjust Surveying Monument to Grade at 3 Location @ 862.41 LS	\$864.41
2-5	Add 1 Glue Down Truncated Dome on SE Corner of Fairview Ave & Howard Road at Lumpsum amount	\$2,849.00

	\$2,849.00.	
2-6	Deduct 10 EA of Bid Item #5: Install Truncated Domes @ \$6,200.00 / EA	(\$62,000.00)
2-7	Deduct 11,571 LF of Bid Item #6: Pavement Sawcutting @ 1.00 / LF	(\$11,571.00)
2-8	Deduct 1,637 SY of Bid Item #8: Pavement Reinforcing Fabric/AC Binder @ \$2.00 / SY	(\$3,274.00)
2-9	Deduct of 59 SY of Bid Item #12: 3/8" Chip Seal @ \$6.60 / SY	(\$389.40)
2-10	Credit Amount for Replacement of Damaged Loop Detector at Intersection of Fairview Ave & Howard Road @ \$1,850.00 LS	(\$1,850.00)
2-11	Credit Amount for Soil Compaction Retest Cost @ \$922.50 LS	(\$922.50)
<b>Total Additive Amount - - - -</b>		\$8,324.26
<b>Total Deductive Amount - - - -</b>		(\$80,006.90)
<b>Total Change Order 2 - - - -</b>		(\$71,682.64)

The total cost of the Change Order is a deductive in the amount of \$11,682.64 decreasing the cost of the project approximately 1.36% to \$846,445.36.

The construction project was completed within the contract time and adjusted budgeted amount as approved at the August 1, 2018 City Council meeting.

**FINANCIAL IMPACT:**

Funds for this project were programmed in fiscal year 2017/18 and have rolled over into the fiscal year 2018/19. These funds are available in the Capital Project Budgets for Org. numbers 41514470 in the amount of \$ 814,928 and 41305424 in the amount of \$ 217,000.

Construction of the project will not have a financial impact on the City's General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The presented capital improvement project supports:

Strategy 126 - Provide safe, clean and attractive streets consistent with the Madera Vision Plan 2025

RECORDING REQUESTED BY:  
CITY OF MADERA

AND WHEN RECORDED MAIL TO:  
CITY OF MADERA – CITY CLERK  
205 W. 4TH STREET  
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
-------	-----------

N/A

6. A work of improvement on the property hereinafter described was completed on DECEMBER 5, 2018
7. The name of the original contractor, if any, for such work of improvement was Emmett's Excavation, Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
-------	-----------

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera  
County of Madera, State of California, and is described as follows:

2017-18 CITY ST. 3R AND ADA PROJECT CITY PROJECT NO. R-65 STATE PROJECT NO. LPPSB1L-5157(112)

10. The street address of said property is Madera City Limits  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Keith Brent Helmuth, P.E  
City Engineer

STATE OF CALIFORNIA  
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera,  
The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the  
property therein described; that he makes this verification on behalf of said corporation;  
That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: \_\_\_\_\_

The 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

Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of December, 2018, by  
Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

\_\_\_\_\_(Seal)  
Sonia Alvarez, City Clerk

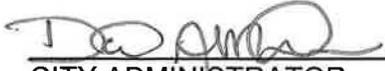
# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
December 5, 2018

AGENDA ITEM NUMBER:  
B-15

Approved By:

  
PLANNING MANAGER

  
CITY ADMINISTRATOR  
Acting

**SUBJECT: Consideration of a Resolution Appointing Ramon Lopez-Maciel to the City of Madera Planning Commission.**

## RECOMMENDATION:

Staff recommends that the City Council accept the recommendation of Mayor Andrew Medellin and adopt the resolution appointing Ramon Lopez-Maciel to fill the current vacancy in the Planning Commission.

## SUMMARY:

The 4-year term of office for Planning Commissioner Jim DaSilva has been vacated due to resignation. As a result, one vacancy exists in the seat nominated by Mayor Andrew Medellin. Mayor Medellin wishes to nominate Ramon Lopez-Maciel as his appointment to the Planning Commission. Mr. Lopez is currently serving on the Transit Advisory Board and has made application to serve on the Planning Commission as well. Staff recommends City Council adoption of a resolution appointing Ramon Lopez-Maciel to the City of Madera Planning Commission. The appointment term will run through December of 2020.

## DISCUSSION:

The Planning Commission is comprised of seven members. Planning Commissioners are nominated individually, one by the Mayor and one by each of the six Council Members. Appointments to the Planning Commission are for a term of four years or until the Council Member who nominated the Commissioner is no longer serving as a Council Member, whichever period is less. When a Planning Commissioner vacates his/her office, their replacement completes the original term of office. With the appointment of Ramon Lopez-Maciel to the Planning Commission the current appointments to the Planning Commission will be as follows:

Council Member	Appointee	Term Expires
Mayor Andy Medellin	Ramon Lopez-Maciel nominated	12/20
Council Member Cece Foley Gallegos	Bruce Norton	12/18
Council Member Jose Rodriguez	Israel Cortez	12/20
Council Member William Oliver	Ken Hutchings	12/18
Council Member Derek Robinson	Richard Broadhead	12/20
Council Member Charles Rigby	Robert Gran, Jr.	12/18
Council Member Donald Holley	Pamela Tyler	12/20

**FISCAL IMPACT:**

None.

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

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concept of public participation.

**ATTACHED:**

Application of Ramon Lopez-Maciel  
Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MADERA, CALIFORNIA APPOINTING RAMON LOPEZ-MACIEL  
TO THE CITY OF MADERA PLANNING COMMISSION**

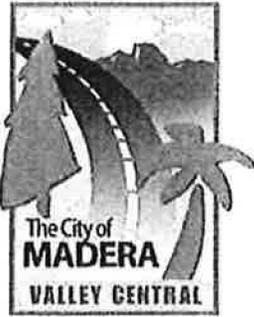
**WHEREAS**, Ramon Lopez-Maciel has been nominated by Mayor Andrew Medellin to serve on the City of Madera Planning Commission; and

**WHEREAS**, it is the intention and desire of the City Council to appoint Ramon Lopez-Maciel to the Planning Commission.

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

1. Ramon Lopez-Maciel is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.
2. This resolution is effective immediately upon adoption.

\* \* \* \* \*



# CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- |   |  |
|---|--|
| <input type="checkbox"/> ADA Advisory Council               | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee           | <input type="checkbox"/> Civil Service Commission    |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee       |
| <input checked="" type="checkbox"/> Planning Commission     | <input type="checkbox"/> Transit Advisory Board      |
| <input type="checkbox"/> Other: _____                       |  |

*Please type or print in ink.*

Lopez-Maciel	Ramon	
LAST NAME	FIRST NAME	M.I.
██████████	Madera, CA, 93637	██████████
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
California Department of Transportation	Civil Engineer	██████████
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA 6 YEARS    MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**EDUCATIONAL BACKGROUND:**

- Graduate Project Management Certificate, California State University Sacramento
- BS Civil Engineering, San Diego State University, San Diego, CA.
- AA Liberal Arts and Sciences, Palomar College, San Marcos CA.
- AA Mathematics, Palomar College, San Marcos, CA.

**PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:**

Wordmasters Toastmasters International, Club President (2017-2018)  
Professional Engineers in California Government, Secretary (2006-2008)  
Valley Investment Club, Treasurer (2015-2016)

**PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:**

City of Madera Transit Advisory Board, Vice Chair (2016 -Present)  
Parish Council Board President, St Joachim's Church (President 2004-2005, Currently Board Member)

**I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:**

I have a passion for public service and a desire to serve my City. I am a strong believer that planning properly is the key to develop successful cities that satisfy the needs of their communities. I also believe that planning commissioners must come from diverse backgrounds, and they must be willing to listen and understand the community. My technical skills in Engineering, Planning and Transportation, as well as my community leadership skills will be helpful in the commission when developing and amending the City General Plan.

**REFERENCES (Optional):**

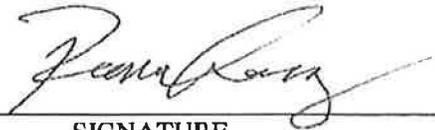
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10/17/18

DATE



SIGNATURE

**PLEASE RETURN COMPLETED APPLICATION TO:**

CITY OF MADERA  
OFFICE OF THE CITY CLERK  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5405  
(559) 674-2972 Fax



this request. Because this was not budgeted for in the City of Madera 2018/2019 Budget, staff is also proposing an amendment to the budget which would add \$3,500 of appropriations to the Contract Services line item of the Parking District budget.

Staff has also been working with the Downtown Association to revise and renew their contract with the City and should have that contract proposal on the agenda for an upcoming City Council meeting.

**FISCAL IMPACT:** The approval of this requested Parking District funding and the related budget amendment does not have an impact on the General Fund. The funding provided for the Parking District comes from assessments that are levied on the businesses and property that are within the Madera Downtown Improvement Area and accounted for in their own special funds, which are separate from the City's General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO. 18-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A REQUEST FROM THE MADERA DOWNTOWN  
ASSOCIATION TO UTILIZE PARKING DISTRICT FUNDS FOR CROW  
ABATEMENT PURPOSES AND AUTHORIZING AND APPROVING AMENDMENTS  
TO THE CITY OF MADERA FISCAL YEAR 2018/2019 BUDGET.**

**WHEREAS**, City staff was advised of nuisance caused by a high concentration of crows in the area of the Madera Downtown Association and the Parking District Area (District); and

**WHEREAS**, Staff would like to assist the businesses located in the District to abate the crows as to create a healthier and more pleasant experience for visitors of the District; and

**WHEREAS**, funds exist for contracted services within the District; and

**WHEREAS**, the appropriation amendment to the City of Madera Fiscal Year 2018/2019 Budget, listed in Exhibit AA attached hereto, is necessary to fund the additional contracted services expense of the District.

**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 request of the Madera Downtown Association to utilize Parking District Funds in the amount of \$3,500 for crow abatement purposes, is hereby approved.
3. The budget amendment set forth in Exhibit AA, attached hereto, is approved.
4. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
5. The resolution is effective immediately upon adoption.

\*\*\*\*\*

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 12/5/2018

**Mid-Year Budget Adjustments for Fiscal Year 2017/18**

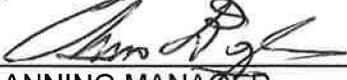
<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>DESCRIPTION</u>	<u>(+)</u>	<u>(-)</u>
<b><u>Parking District Operations</u></b>				
41400000	6440	Contracted Services	3,500	
			<u>3,500</u>	<u>-</u>

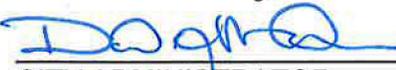
# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
December 5, 2018

AGENDA ITEM NUMBER:  
C-1

Approved By:

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR  
*Acting*

## SUBJECT:

Second reading and consideration of adoption of an ordinance rezoning approximately 0.69 acres of land located at the southeast corner of the intersection of Linden Street and West Park Drive from the R1 (Low Density Residential) Zone District to the PD 4500 (Planned Development) Zone District.

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## RECOMMENDATION:

It is recommended that the Council adopt the ordinance rezoning the subject property.

## DISCUSSION:

### Background

On September 11, 2018, the Planning Commission adopted a resolution recommending to the City Council adoption of an ordinance rezoning the subject property to the PD-4500 (Planned Development) Zone District.

### Rezone

The project parcel is proposed to be rezoned from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District. The parcel in question is part of the Grove's Neighborhood Plan. The neighborhood plan anticipated the rezoning of the parcel into the PD-4500 (Planned Development) Zone District. The proposed rezone from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District provides consistency with the Groves Neighborhood Plan and the General Plan's MD (Medium Density) land use designation.

Although the property is currently developed with a single family residential home, it is the property owner's intent to subdivide the property into five (5) parcels. The creation of the five parcels would be consistent with the Groves Neighborhood Plan. Approval of the proposed rezone would provide the required zoning necessary to implement the vision of the Neighborhood Plan and the General Plan.

The City Council introduced the rezoning ordinance at its November 7, 2018 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 Commission, by considering how this development connects to other developments and how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan.

### **FISCAL IMPACT:**

None.

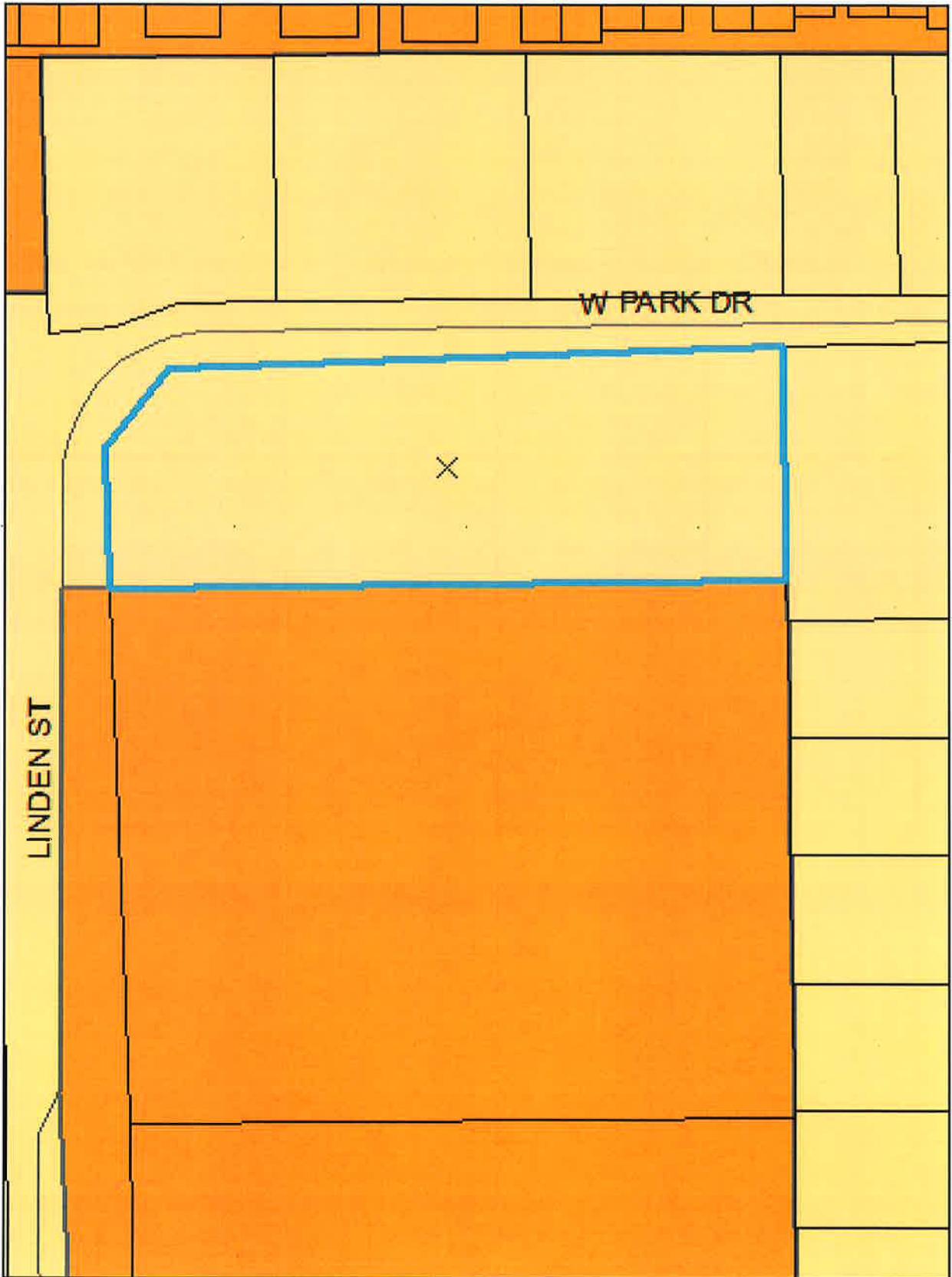
### **REFERENCE MATERIALS:**

Aerial Map  
General Plan Map  
Zoning Map  
Ordinance  
    Exhibit A - Zoning Map

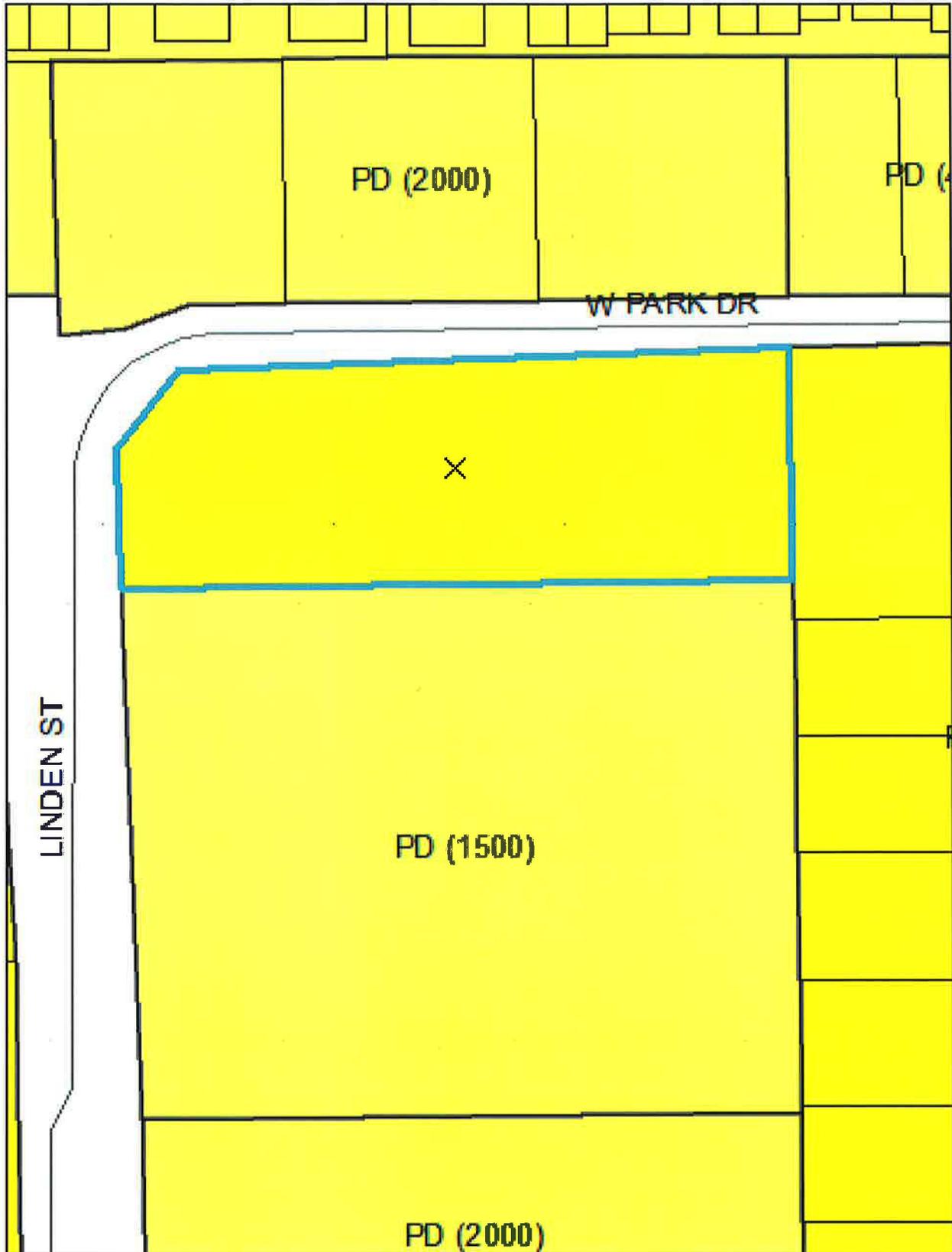
Aerial Photo



# General Plan Map



**Current Zoning Map**



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.69 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LINDEN STREET AND WEST PARK DRIVE FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD 4500 (PLANNED DEVELOPMENT) ZONE DISTRICT.

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN 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 X 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:

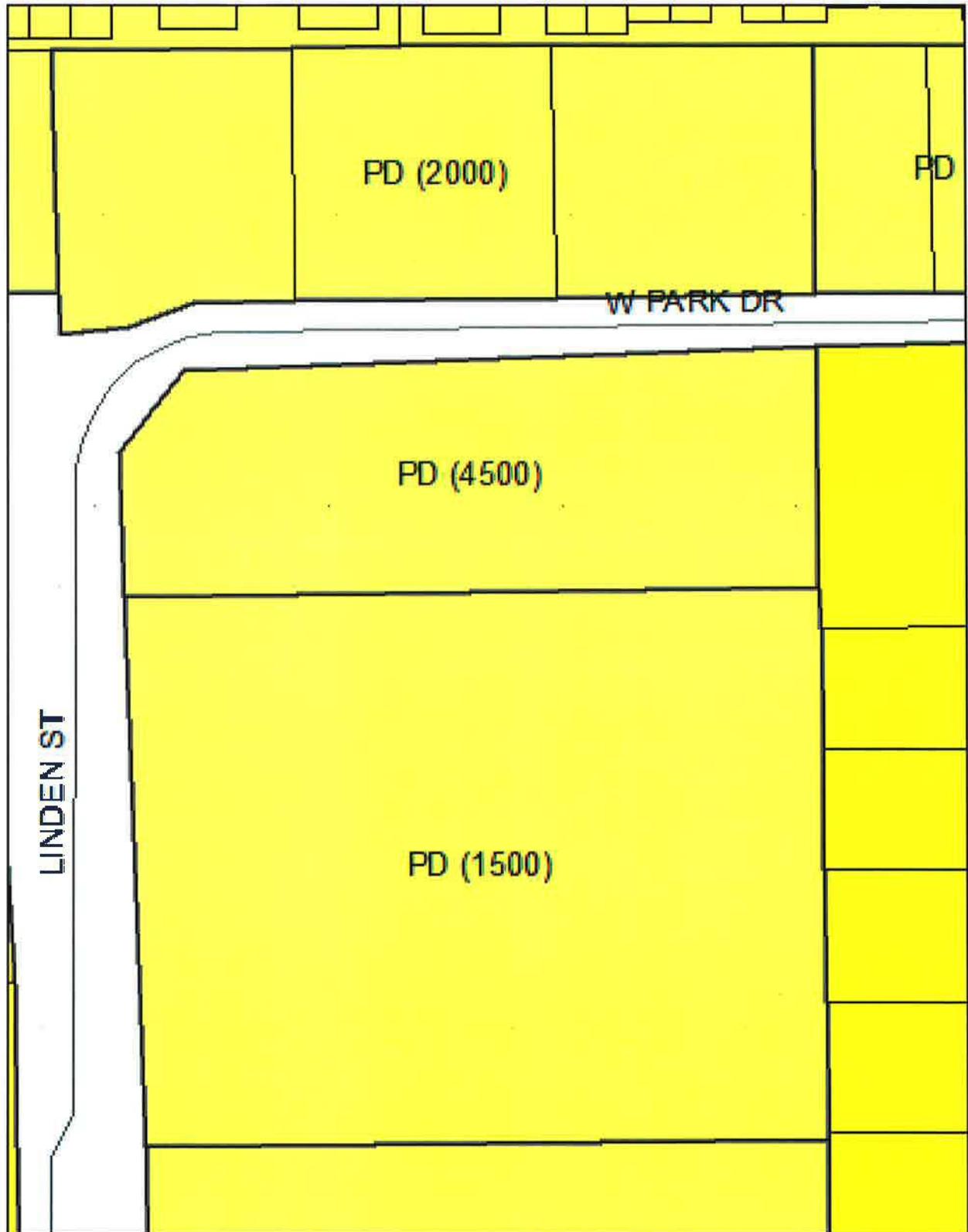
FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN, THE GROVES NEIGHBORHOOD PLAN AND ZONING.
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.

\* \* \* \* \*

EXHIBIT A

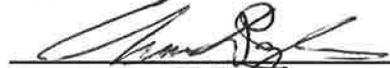


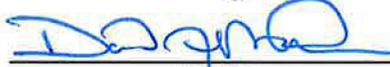
COUNCIL MEETING OF:  
December 5, 2018

AGENDA ITEM NUMBER:  
C-2

# REPORT TO THE CITY COUNCIL

Approved By:

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR  
*Acting*

## SUBJECT:

Second reading and consideration of adoption of an ordinance rezoning approximately twenty acres located on the west side of Stadium Road south of its intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District.

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## RECOMMENDATION:

It is recommended that the Council adopt the ordinance rezoning the subject property.

## DISCUSSION:

### Background

On October 9, 2018, the Planning Commission adopted a resolution recommending to the City Council adoption of an ordinance rezoning the subject property to the PD-6000 (Planned Development) Zone District. The ordinance rezoning the project site is a prerequisite to annexation into the City.

### Rezone

The project site is currently outside of the City limits, within a county island. Current zoning on the project site is the county's AR-5 (Agricultural Rural – 5-acre) Zone District. The applicant, Joseph Crown, proposes to prezone the project site into the PD 6000 (Planned Development) Zone District in advance of an application for annexation into the City. Upon annexation, the applicant proposes to subdivide the property.

### General Plan Conformance

The project site is located within the LD (Low Density) General Plan land use designation, which allows for low density residential development ranging from a minimum of 2.1 units per acre to a maximum of 7 units per acre. The proposed rezoning into the PD 6000 (Planned Development) Zone District is consistent with the LD (Low Density) General Plan land use designation.

The City Council introduced the rezoning ordinance at its November 7, 2018 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 vision statements, "A Well-Planned City," promotes and encourages development of housing. Approval of this project is specifically consistent with the aforementioned vision statement and Strategy 131, which envisions "well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities."

### **FISCAL IMPACT:**

None.

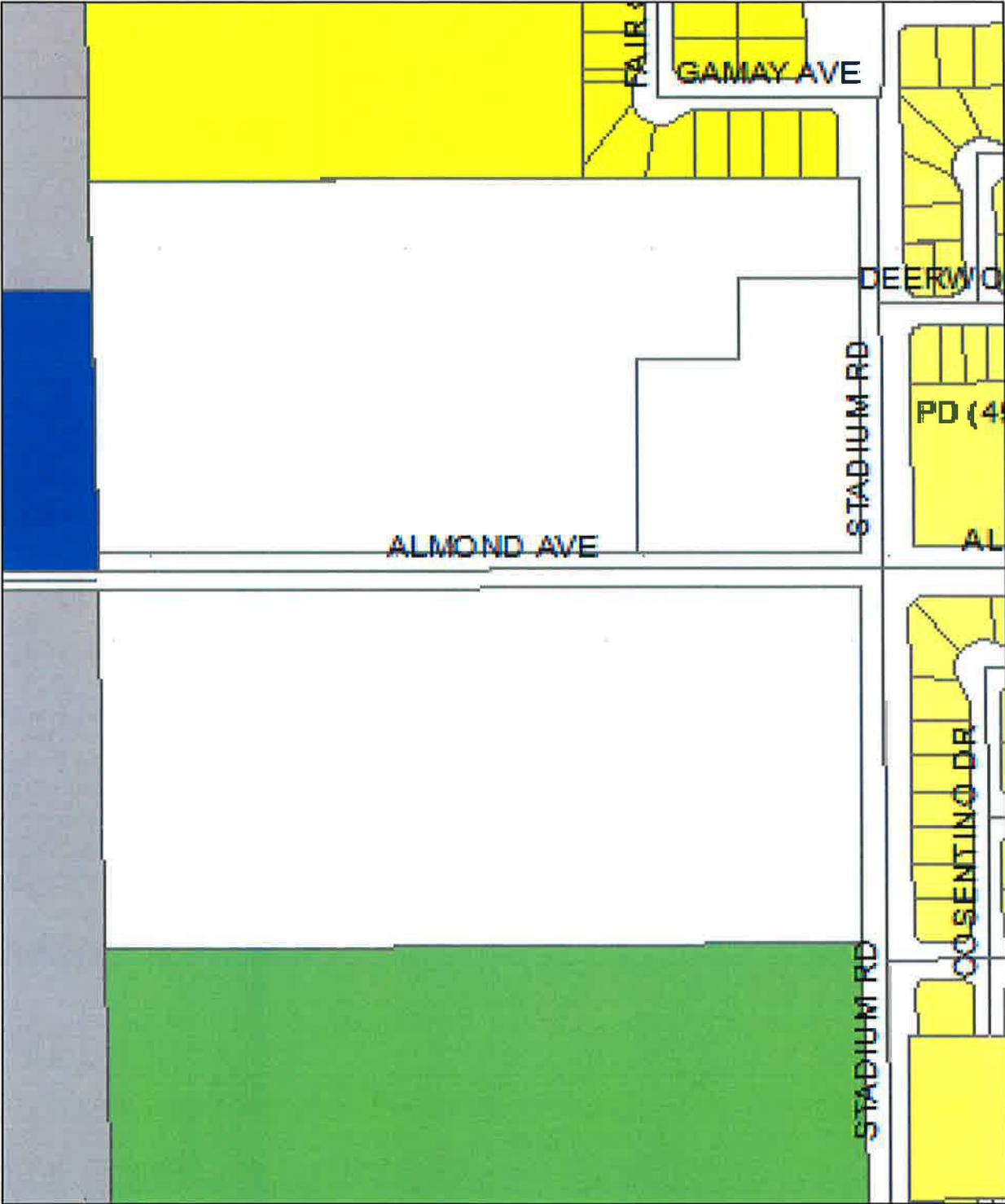
### **REFERENCE MATERIALS:**

Aerial Map  
Zoning Map  
General Plan Map  
Ordinance  
    Exhibit A - Zoning Map

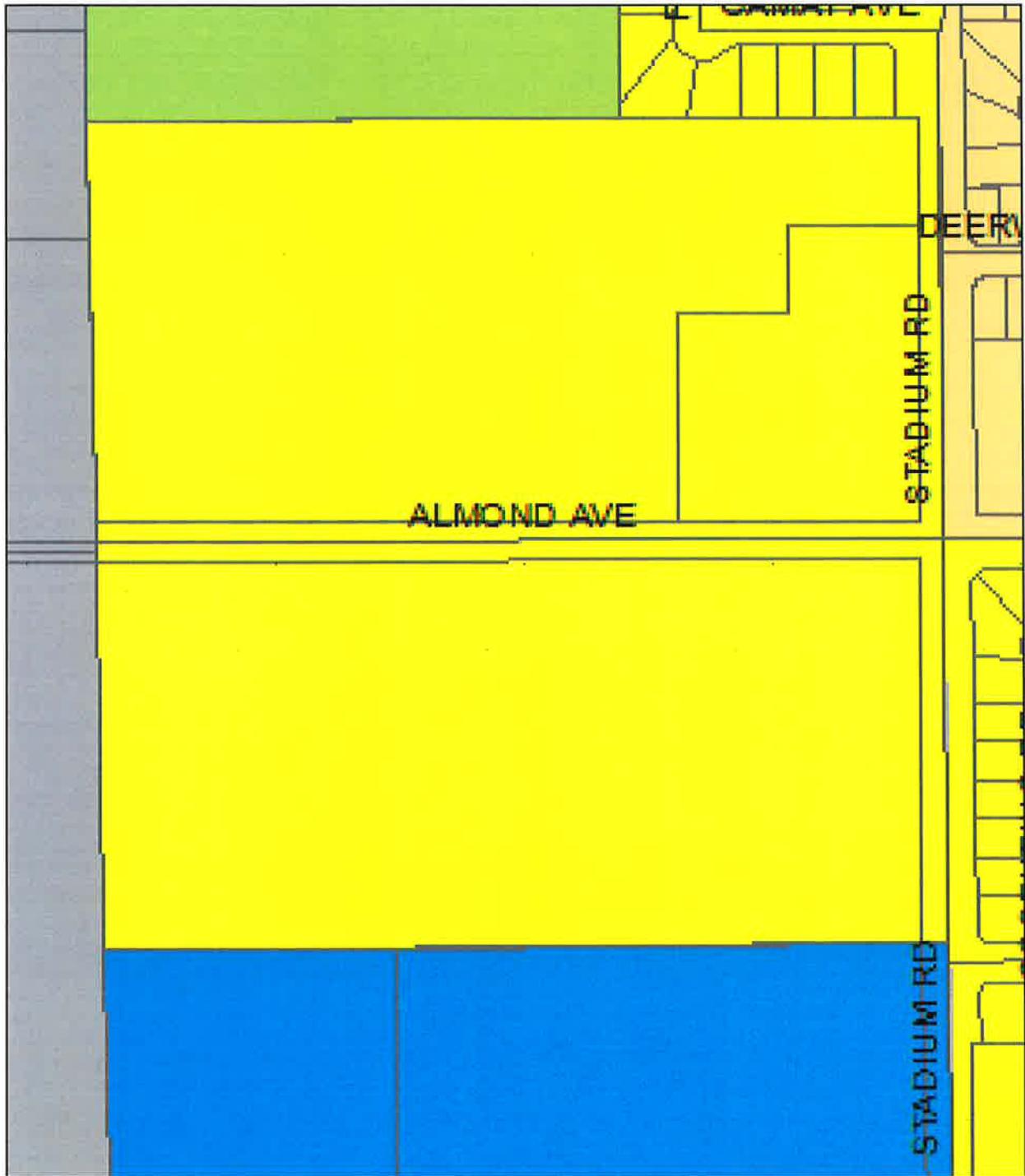
Aerial Photo



Zoning Map



# General Plan Map



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 19.95 ACRES OF PROPERTY (APN: 034-070-011), LOCATED ON THE WEST SIDE OF STADIUM ROAD (ROAD 26 ½), SOUTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

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 pre zoning of this property and have determined that the proposed pre zoning 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 X 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 pre zoning is in the best interest of the City of Madera, and the Council hereby approves the pre zoning based on the following findings:

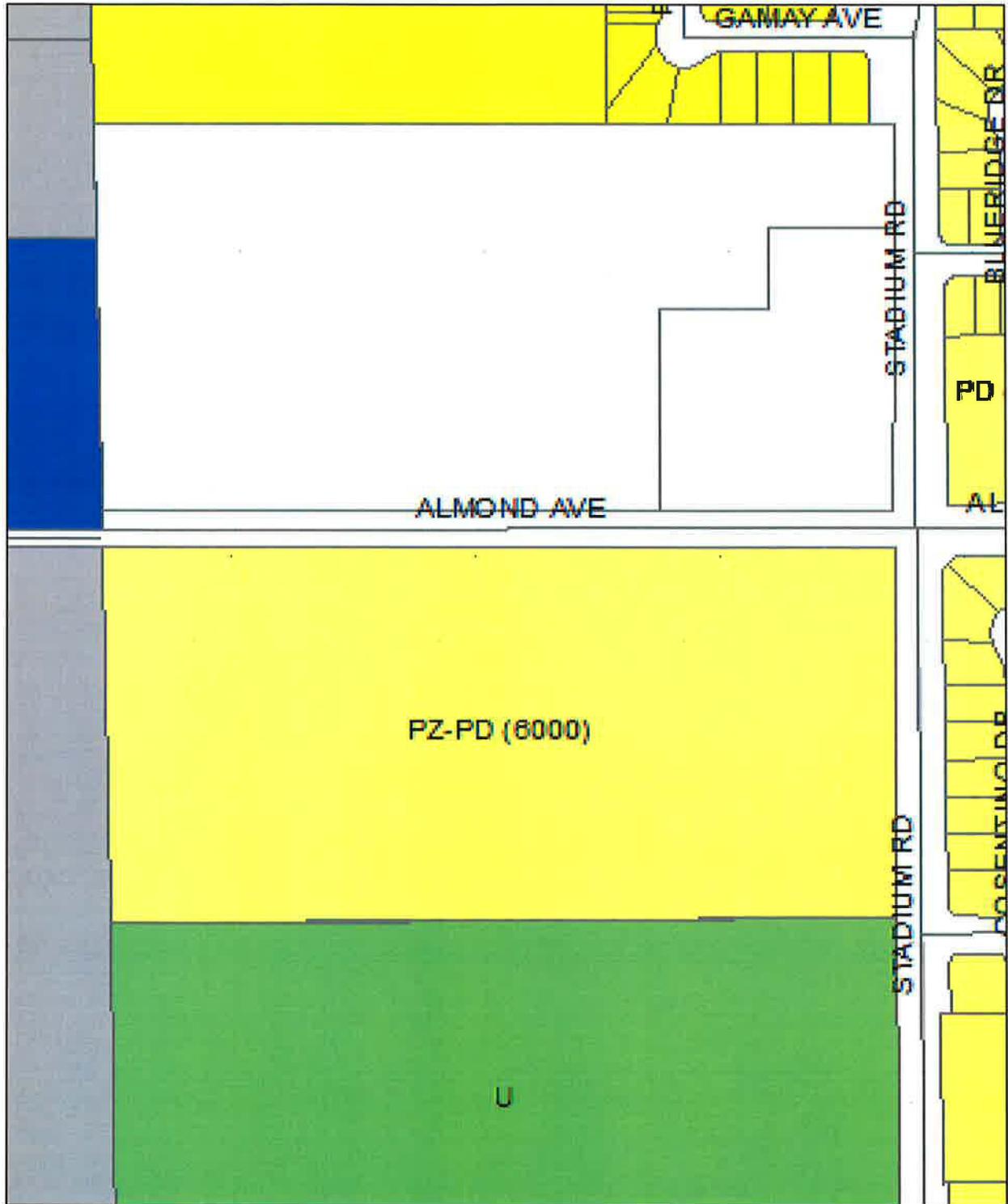
FINDINGS:

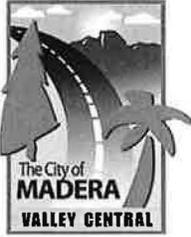
1. THE PROPOSED PREZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.
2. THE PREZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED 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.

\* \* \* \* \*

EXHIBIT A





## REPORT TO CITY COUNCIL

Approved by:

Donia Alvarez  
Department Director

Daqun  
Acting City Manager

Council Meeting of: 12/05/18

Agenda Number: Reorg-1

**SUBJECT: Consideration of a Resolution Declaring the Results of the General Municipal Election Held on November 6, 2018**

**RECOMMENDATION:**

Staff requests that the Council adopt the resolution declaring the results of the General Municipal Election held on November 6, 2018 and declaring the candidates receiving the highest number of votes cast for Council Districts 1, 3, and 5 as elected.

**DISCUSSION:**

The election held on November 6, 2018 included Council seats for Districts 1, 3, and 5. The Madera County Clerk has issued the certified election results attached as Exhibit A to the resolution.

Following the announcement of votes cast for each Council seat as listed below, staff requests that the Council adopt the resolution declaring the results of the election and declaring the candidates receiving the highest number of votes cast as elected to the respective offices, each to serve a four-year term through 2022.

**Results for Madera City Council Seats**

Office	Candidate	Votes Cast	Declare Result
District 1	Cece Gallegos	2,134	Elected
	Steve Salter	918	
District 3	Steve Montes	725	Elected
	Will Oliver	537	
District 5	Santos Garcia	607	Elected
	Charles Flores Rigby	394	

**FINANCIAL IMPACT:** None.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 302 – District Representation: Establish district representation in Madera with a separate election process for Mayor.

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

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, DECLARING THE RESULTS OF THE GENERAL  
MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018**

**WHEREAS**, on July 18, 2018, the City Council adopted Resolution No. 18-129 calling for and giving notice of a General Municipal Election to be held on November 6, 2018 for the offices of three members of the City Council for Districts 1, 3, and 5; and

**WHEREAS**, a Consolidated Statewide General Election was held on November 6, 2018; and

**WHEREAS**, the Madera County Clerk has completed the canvass of all votes cast and delivered to the City the "Official Election Summary of the Consolidated Statewide General Election" held on November 6, 2018; and

**WHEREAS**, pursuant to Section 10263 of the Elections Code, the City Council declares the persons receiving the highest number of votes cast for the office of Council Member for Districts 1, 3, and 5, for which the election was held as elected, each to serve a four-year term.

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

1. The above recitals are true and correct.
2. The Madera County Clerk has issued the "Official Election Summary of the Consolidated Statewide General Election," attached hereto as Exhibit A, containing the results of the canvass of election returns, for the election held on November 6, 2018.
3. Said canvass contains a statement of all votes cast for three members of the City Council to represent the office of Council Member for Districts 1, 3, and 5, each to serve a four-year term.
4. The City Council declares the persons receiving the highest number of votes cast at the election held on November 6, 2018 as elected, each to serve a four-year term ending in 2022.

<b>Office</b>	<b>Candidate</b>	<b>Votes Cast</b>	<b>Declare Result</b>
District 1	Cece Gallegos	2,134	Elected
	Steve Salter	918	
District 3	Steve Montes	725	Elected
	Will Oliver	537	

<b>Office</b>	<b>Candidate</b>	<b>Votes Cast</b>	<b>Declare Result</b>
District 5	Santos Garcia	607	Elected
	Charles Flores Rigby	394	

5. The City Clerk is hereby authorized and directed to sign and deliver the certificates of election to Cece Gallegos, Council Member District 1; Steve Montes, Council Member District 3; and Santos Garcia, Council Member District 5; and to administer to each of said persons the oath of office as prescribed in the Constitution of the State of California.
6. This resolution is effective immediately upon adoption.



## Rebecca Martinez, County Clerk-Recorder and Registrar of Voters

November 21, 2018

Madera City Clerk  
RECEIVED  
By: D. Alvarez  
Date: 11/26/18

City of Madera  
205 W 4<sup>th</sup> St  
Madera CA 93637

Re: Certification of Election Results

Attached herewith is the Official Summary for the Consolidated General Election held on Tuesday, November 6, 2018.

It is the responsibility of each jurisdiction's Governing Body to declare the results as final and declare the candidate(s) receiving the highest number of votes cast, elected.

Oaths of Office have been included for use at the swearing in. Please retain a copy for your records and return the original Oaths to the County Clerk-Recorder. Decorative Certificates have also been included for the new officeholders.

Should you have any questions in this regard, please do not hesitate to contact the Elections Division at 675-7720.

Sincerely,

REBECCA MARTINEZ  
County Clerk-Recorder & Registrar of Voters

Enclosures



**OFFICIAL ELECTION SUMMARY**

of the

**CONSOLIDATED STATEWIDE GENERAL ELECTION**

held on

**NOVEMBER 6, 2018**

in the

**COUNTY OF MADERA, STATE OF CALIFORNIA**

Certificate of the County Clerk-Recorder & Registrar of Voters to the Result of the  
Official Canvass of the Consolidated Statewide General Election

**THIS CERTIFICATION DOES NOT INCLUDE RESULTS  
FOR MADERA UNIFIED SCHOOL DISTRICT, TRUSTEE AREA 5.  
COURT RESOLUTION PENDING.**

**County of Madera; State of California**

I, Rebecca Martinez, County Clerk-Recorder & Registrar of Voters of said County, do hereby certify that, in accordance with the provisions of Section 15300 of the California Elections Code, I did Canvass the returns of the votes cast in Madera County, which were submitted to the vote of the voters, and that the Official Election Summary to which this certificate is attached, shows the number of votes cast, and that the totals shown are full, true and correct.



WITNESS my hand and Official Seal, this 21<sup>st</sup> day of November, 2018.

*Rebecca Martinez*  
Rebecca Martinez, County Clerk-Recorder & Registrar of Voters

**Madera County  
Consolidated Statewide General Election  
November 6, 2018**

**Official - Final Results Summary  
Vote by Mail and Vote Center**

Registered Voters: 38,968 of 57,372 (67.92%)

Ballots Cast: 77,833

**Governor (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
JOHN H. COX		23,488	60.97%
GAVIN NEWSOM		15,037	39.03%
Total Votes		38,525	
		Total	

**Lieutenant Governor (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
ED HERNANDEZ		15,349	52.56%
ELENI KOUNALAKIS		13,853	47.44%
Total Votes		29,202	
		Total	

**Secretary Of State (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
MARK P. MEUSER		21,966	57.55%
ALEX PADILLA		16,204	42.45%
Total Votes		38,170	
		Total	

**Controller (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
KONSTANTINOS RODITIS		21,408	56.22%
BETTY T. YEE		16,669	43.78%
Total Votes		38,077	
		Total	

**Treasurer (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
GREG CONLON		22,142	58.26%
FIONA MA		15,862	41.74%
Total Votes		38,004	
		Total	

**Attorney General (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
STEVEN C BAILEY		22,470	59.01%
XAVIER BECERRA		15,608	40.99%
Total Votes		38,078	
		Total	

**Insurance Commissioner (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
STEVE POIZNER		22,637	62.39%
RICARDO LARA		13,646	37.61%
Total Votes		36,283	
		Total	

**Board of Equalization District 1 (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
TED GAINES		23,116	61.50%
TOM HALLINAN		14,473	38.50%
Total Votes		37,589	
		Total	

**United States Senator (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
KEVIN DE LEON		19,032	58.89%
DIANNE FEINSTEIN		13,284	41.11%
Total Votes		32,316	
		Total	

**US Representative District 4 (Vote for 1)**

		Total	
Times Cast		13,226 / 16,746	78.98%
Candidate	Party	Total	
TOM MCCLINTOCK		8,507	65.08%
JESSICA MORSE		4,565	34.92%
Total Votes		13,072	
		Total	

**US Representative District 16 (Vote for 1)**

		Total	
Times Cast		25,742 / 40,626	63.36%
Candidate	Party	Total	
ELIZABETH HENG		14,470	57.18%
JIM COSTA		10,835	42.82%
Total Votes		25,305	
		Total	

**State Senator District 8 (Vote for 1)**

		Total	
Times Cast		13,226 / 16,746	78.98%
Candidate	Party	Total	
ANDREAS BORGEAS		8,867	68.80%
PAULINA MIRANDA		4,022	31.20%
Total Votes		12,889	
		Total	

**State Senator District 12 (Vote for 1)**

		Total	
Times Cast		25,742 / 40,626	63.36%
Candidate	Party	Total	
ROB POYTHRESS		14,898	59.00%
ANNA CABALLERO		10,352	41.00%
Total Votes		25,250	
		Total	

**Member of the Assembly District 5 (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
FRANK BIGELOW		23,462	62.03%
CARLA J. NEAL		14,363	37.97%
Total Votes		37,825	
		Total	

**Associate Justice of the Supreme Court - Corrigan (Vote for 1)**

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		22,443	72.52%
No		8,504	27.48%
Total Votes		30,947	
		Total	

### Associate Justice of the Supreme Court - Kruger (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		18,249	60.06%
No		12,136	39.94%
Total Votes		30,385	
		Total	

### Associate Justice Court of Appeal - Franson (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		18,660	62.81%
No		11,048	37.19%
Total Votes		29,708	
		Total	

### Associate Justice Court of Appeal - Desantos (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		18,070	60.71%
No		11,696	39.29%
Total Votes		29,766	
		Total	

### Associate Justice Court of Appeal - Poochigian (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		20,961	68.52%
No		9,628	31.48%
Total Votes		30,589	
		Total	

### Associate Justice Court of Appeal - Meehan (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		18,657	62.55%
No		11,171	37.45%
Total Votes		29,828	
		Total	

### Associate Justice Court of Appeal - Snauffer (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		16,736	56.72%
No		12,769	43.28%
Total Votes		29,505	
		Total	

### Associate Justice Court of Appeal - Smith (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
Yes		17,698	60.51%
No		11,549	39.49%
Total Votes		29,247	
		Total	

### Superintendent of Public Instruction (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
MARSHALL TUCK		21,770	65.68%
TONY K. THURMOND		11,377	34.32%
Total Votes		33,147	
		Total	

### Governing Board Member Fresno, Bd of Ed, Area 1 (Vote for 1)

		Total	
Times Cast		123 / 176	69.89%
Candidate	Party	Total	
RANDY ROCCA		39	50.65%
KIMBERLY TAPSCOTT-MUNSON		20	25.97%
RICHARD MARTINEZ		11	14.29%
MICHELE LEE ARVANCE		7	9.09%
Total Votes		77	
		Total	

### Governing Board Member MUSD, Area 4 (Vote for 1)

		Total	
Times Cast		1,891 / 3,634	52.04%
Candidate	Party	Total	
JOETTA FLORES FLEAK		976	57.82%
PHILIP HUERTA		712	42.18%
Total Votes		1,688	
		Total	

### Governing Board Member MUSD, Area 5 (Vote for 1)

		Total	
Times Cast		1,983 / 3,383	58.62%
Candidate	Party	Total	
LUCY SALAZAR		945	51.92%
STEVE T. DUNCAN		875	48.08%
Total Votes		1,820	
		Total	

**This Contest is Not Certified.  
Court Resolution Pending.**

### Governing Board Member Yosemite Unified, Area 4 (Vote for 1)

		Total	
Times Cast		2,154 / 2,657	81.07%
Candidate	Party	Total	
STACEY MONTALTO		895	51.85%
SHAWNESSY GAYNOR		831	48.15%
Total Votes		1,726	
		Total	

## Governing Board Member Yosemite Unified, Area 5 (Vote for 1)

		Total	
Times Cast		2,327 / 2,914	79.86%
Candidate	Party	Total	
MONIKA YOUNG MOULIN		1,135	58.72%
JENNIFER MILLS		798	41.28%
Total Votes		1,933	
		Total	

## Governing Board Member Chowchilla HS, Area 4 (Vote for 1)

		Total	
Times Cast		776 / 1,257	61.73%
Candidate	Party	Total	
MIKE CARGILL		443	61.10%
DEBRA HAWORTH		282	38.90%
Total Votes		725	
		Total	

## District Attorney (Vote for 1)

		Total	
Times Cast		38,968 / 57,372	67.92%
Candidate	Party	Total	
SALLY ORME MORENO		19,779	56.93%
PAUL HORNICK		14,965	43.07%
Total Votes		34,744	
		Total	

## Member, City Council City of Chowchilla (Vote for 2)

		Total	
Times Cast		2,994 / 4,704	63.65%
Candidate	Party	Total	
WASEEM AHMED		1,589	38.30%
DIANA PALMER		1,512	36.44%
MARY "TRINKET" GAUMNITZ		1,048	25.26%
Total Votes		4,149	
		Total	

### Member, City Council Madera, District 1 (Vote for 1)

		Total	
Times Cast		3,340 / 4,909	68.04%
Candidate	Party	Total	
CECE GALLEGOS		2,134	69.92%
STEVE SALTER		918	30.08%
Total Votes		3,052	
		Total	

### Member, City Council Madera, District 3 (Vote for 1)

		Total	
Times Cast		1,357 / 2,360	57.50%
Candidate	Party	Total	
STEVE MONTES		725	57.45%
WILL OLIVER		537	42.55%
Total Votes		1,262	
		Total	

### Member, City Council Madera, District 5 (Vote for 1)

		Total	
Times Cast		1,087 / 1,940	56.03%
Candidate	Party	Total	
SANTOS GARCIA		607	60.64%
CHARLES FLORES RIGBY		394	39.36%
Total Votes		1,001	
		Total	

### Proposition 1 (Vote for 1)

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		23,124	61.09%
Yes		14,728	38.91%
Total Votes		37,852	
		Total	

**Proposition 2 (Vote for 1)**

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		20,752	54.87%
Yes		17,066	45.13%
Total Votes		37,818	
		Total	

**Proposition 3 (Vote for 1)**

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		20,340	54.23%
Yes		17,170	45.77%
Total Votes		37,510	
		Total	

**Proposition 4 (Vote for 1)**

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
Yes		19,451	51.59%
No		18,254	48.41%
Total Votes		37,705	
		Total	

**Proposition 5 (Vote for 1)**

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		21,916	58.60%
Yes		15,484	41.40%
Total Votes		37,400	
		Total	

### Proposition 6 (Vote for 1)

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
Yes		22,779	59.93%
No		15,229	40.07%
Total Votes		38,008	
		Total	

### Proposition 7 (Vote for 1)

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		19,935	53.05%
Yes		17,646	46.95%
Total Votes		37,581	
		Total	

### Proposition 8 (Vote for 1)

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		26,455	70.15%
Yes		11,257	29.85%
Total Votes		37,712	
		Total	

### Proposition 10 (Vote for 1)

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		28,813	76.33%
Yes		8,936	23.67%
Total Votes		37,749	
		Total	

**Proposition 11 (Vote for 1)**

		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
Yes		22,080	58.82%
No		15,461	41.18%
Total Votes		37,541	
		Total	

**Proposition 12 (Vote for 1)**

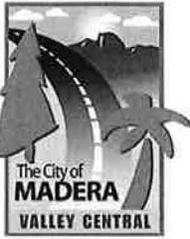
		Total	
Times Cast		38,865 / 57,372	67.74%
Candidate	Party	Total	
No		21,466	56.93%
Yes		16,241	43.07%
Total Votes		37,707	
		Total	

**Bond Measure M (Vote for 1)**

		Total	
Times Cast		16,404 / 27,602	59.43%
Candidate	Party	Total	
Bonds Yes		10,050	63.50%
Bonds No		5,778	36.50%
Total Votes		15,828	
		Total	

**Tax Measure N (Vote for 1)**

		Total	
Times Cast		2,985 / 4,704	63.46%
Candidate	Party	Total	
Yes		2,121	73.29%
No		773	26.71%
Total Votes		2,894	
		Total	



# REPORT TO CITY COUNCIL

Approved by:

Donia Alvarez  
Department Director

[Signature]  
Acting City Manager

Council Meeting of: 12/05/18

Agenda Number: Reorg-3

**SUBJECT: Consideration of Selection of Mayor Pro Tem**

**RECOMMENDATION:**

Staff recommends that the Council select, by motion and vote of the Council, Council Member Steve Montes to serve as Mayor Pro Tem for a one-year term.

**DISCUSSION:**

The process for selection of Mayor Pro Tem is outlined in attached Res. No. 12-210. Priority is given to members who have not served as Mayor Pro Tem. The two newest members of the Council, Council Members Montes and Garcia, qualify to serve as Mayor Pro Tem. Per Res. No. 12-210, when two or more members of the Council qualify to serve as Mayor Pro Tem, the member receiving the highest number of votes at their initial election shall be selected as Mayor Pro Tem.

Council Member	Elected	Votes Received
Steve Montes	11/6/18	725
Santos Garcia	11/6/18	607

Staff recommends that the Council select, by motion and vote of the Council, Council Member Steve Montes to serve as Mayor Pro Tem for a one-year term.

**FINANCIAL IMPACT:**

There is no impact to the general fund.

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

Selection of the Mayor Pro Tem 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.

**RESOLUTION NO. 12-210**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA ESTABLISHING A TERM FOR THE OFFICE OF, AND A  
SELECTION PROCESS FOR MAYOR PRO TEMPORE AND REPEALING  
RESOLUTION NO. 98-90**

WHEREAS, Government Code section 36801 requires forth that cities shall, after declaration of election results and installation of elected officials, select a Mayor and Mayor Pro Tempore; and

WHEREAS, the City Council adopted Resolution No. 98-90 setting forth the method and criteria for selecting the Mayor and Mayor Pro Tempore; and

WHEREAS, Section 2-1.22 of the Madera Municipal Code was added on May 19, 2010, setting forth that the mayor shall be elected by the voters of the city at large; and

WHEREAS, the selection procedure identified in Resolution No. 98-90, which includes a selection procedure for the mayor, is obsolete in part, and is in need of updating; and

WHEREAS, the City Council now wishes establish a procedure for the selection of a Mayor Pro Tempore.

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

1. The above recitals are true and correct.
2. Commencing the month of December of 2012, the City Council shall, at its first regular meeting in the month of December, meet and choose one of its members as Mayor Pro Tempore. The Council Member selected as Mayor Pro Tempore shall be chosen from such members of the Council who have not previously served as Mayor Pro Tempore unless all members have so served.

3. Where all Council Members have served a term as Mayor Pro Tempore, the person to be selected as Mayor Pro Tempore shall be the Council Member who has not served as Mayor Pro Tempore for the longest period of time. If the Council Member who has not served as Mayor Pro Tempore for the longest period of time declines the position, then the Council Member who has not served as Mayor Pro Tempore for the longest period of time other than the declining Council Member shall be selected.

4. When a selection of Mayor Pro Tempore is to be made from a Council Member who has not yet served as Mayor Pro Tempore, the person who is otherwise qualified and has served on the Council the longest without being Mayor Pro Tempore shall be selected as Mayor Pro Tempore. In the case where two or more Council Members qualified to be selected Mayor Pro Tempore have served the same amount of time without being selected, the Council Member to be selected shall be the person who received the most votes at their initial election. In the event that no Council Member who is otherwise eligible to be Mayor Pro Tempore has received the most votes at their initial election, then the selection from the eligible Council Members shall be made by drawing lots.

5. The Council Member selected to serve as Mayor Pro Tempore shall serve a one year term ending upon the selection of a new Mayor Pro Tempore at the first City Council meeting in December of the following year.

6. Resolution No. 98-90 entitled, "A Resolution of the City Council of the City of Madera, California Establishing a Term of the Office of, and a Selection Process for Mayor and Mayor Pro Tempore," is hereby repealed in its entirety.

7. This resolution shall be effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera this 5<sup>th</sup> day of December, 2012 by the following vote:

AYES: Council Members Poythress, Holley, Robinson, Bomprezzi, Svanda, Frazier, Medellin.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: None.

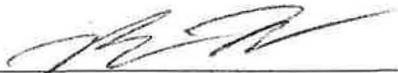
  
ROBERT L. POYTHRESS, Mayor

ATTEST:

  
SONIA ALVAREZ, City Clerk



APPROVED AS TO LEGAL FORM:  
CITY ATTORNEY

  
By: BRENT RICHARDSON