

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

NOTICE AND AGENDA

**Wednesday, February 7, 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 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

INVOCATION: Pastor Joyce Lane, Glory of Zion Ministries Madera

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 Proclamation Recognizing The Benevolent and Protective Order (BPO) of Elks 150 Years of Elkdom

INTRODUCTIONS None.

A. WORKSHOP

A-1 Discussion Regarding Preferred Annexation Strategies and Request for Direction from the City Council (Report by Chris Boyle)

B. CONSENT CALENDAR

- B-1 Minutes – 4/19/17
- B-2 Warrant Disbursement Report 1/09/18 – 1/29/18 (Report by Tim Przybyla)
- B-3 Bi-Weekly Water Conservation Report for 1/08/18 – 1/21/18 (Report by Dave Merchen)
- B-4 Consideration of a Resolution Appointing Muhammad Latif to the City of Madera ADA Advisory Council (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving an Agreement with O'Dell Engineering to Provide Design Services for ADA Improvements at Pan Am and Bergon, CIP Project No. PK-62 and Centennial Park Rehabilitation and Lighting, CIP Project No. PK-63 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-6 Consideration of a Resolution Approving Agreement with Peters Engineering Group, for Professional Engineering Services to Provide Traffic Signal and Street Light Design Services for the Olive Avenue Widening Project, Project No. ST 14-07 and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Approving Amendment No. 2 for the 2017/2018 Community Development Block Grant Agreement for the George Washington Elementary School Sidewalk Improvement Project and Authorizing the Mayor to Sign the Resolution and Amendment (Report by Ivette Iraheta)
- B-8 Consideration of a Resolution Authorizing the Appointment of Santos Garcia to the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC) (Report by Ivette Iraheta)
- B-9 Consideration of a Resolution Appointing Karen Huerta to the City of Madera Beautification Committee (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Mid-Management Employee Group Relating to California Overtime Compliance and the Assigned Salary Range for the Wastewater Treatment Plant Manager Position and Authorizing the Interim City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-11 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2017 (Report by Tim Przybyla)
- B-12 Consideration of a Resolution Approving an Amending Agreement for Online/Phone Payment Services with Paymentus Corporation and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)
- B-13 Informational Report on Direction Provided by Council Regarding Enterprise Fund Audit, Management Compensation Study and Recruitment for the City Administrator Position (Report by Steve Frazier)

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

- C-1 Public Hearing on Proposed Fare Increase of the Madera Area Express Fixed-Route Regular Cash Fare from \$.75 to \$1.00 and Implementation of a Dial-A-Ride Premium Fare Structure (Report by Ivette Iraheta)

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Minute Order Approving Letter of Commitment to the Madera County Flood Control and Water Conservation Agency in Favor of a Grant Application for Funding of the Madera County Regional Flood Response Project (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS

- E-1 Informational Report and Discussion Regarding New Water Storage Tank, Pump Station and Associated Projects and Request for Direction to Staff (Report by Keith Helmuth)
- E-2 Review of Draft Request for Proposals to be Published Soliciting Executive Recruiting Services for the Position of City Administrator and Direction to Staff on any Requested Changes to the Document Prior to Publication (Report by Wendy Silva)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8
- 212 E. 6th 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 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting February 21, 2018

[continued on next page]

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd 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. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for February 7, 2018, near the front entrances of City Hall at 4:00 p.m. on February 1, 2018.



Sonia Alvarez, City Clerk

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
February 7, 2018

AGENDA ITEM NUMBER:
A-1

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

SUBJECT: Discussion Regarding Preferred Annexation Strategies and Request for Direction from the City Council.

RECOMMENDATION: Staff recommends that the City Council consider the information within the report and provide direction to staff on preferred annexation strategies for key growth areas, including all or part of the area in proximity to the Avenue 12 and Highway 99 interchange that lies within the City's Sphere of Influence.

DISCUSSION

In June of 2017, the City and County of Madera entered into a Tax Sharing Agreement (TSA). One of the recitals included in the TSA was/is that "Annexation to CITY of areas within its Sphere of Influence benefit CITY and COUNTY and are key to economic development for CITY and COUNTY and without which there will be, in effect, a reduction of the ability of CITY and COUNTY to serve their citizens." Currently, consistent with the TSA, the City has filed a request with the Local Agency Formation Commission (LAFCO) to amend its Sphere of Influence and complete a Municipal Services Review (MSR), in accordance with the policies of LAFCO. That process is ongoing.

Notwithstanding the sphere of influence expansion process which is currently underway, the City is not limited in its ability to pursue annexations within its current sphere of influence. The City does not have a defined annexation strategy. However, with only a few exceptions, the City has traditionally limited its pursuit of annexations to those necessary to accommodate specific development proposals. These primarily come from development proponents who know from the outset they want to develop in the City. To a lesser extent, annexations are initiated as a result of the formal project referral process specified in the TSA, wherein development projects within the Sphere of Influence are referred to the City for review, comment and potential consideration for annexation.

The Council may choose to define and employ a proactive annexation strategy. In such a strategy, projects proposed within key City growth areas could automatically (or conditionally) trigger annexation. Taking the proactive strategy a step further, focus areas can be identified and the City may elect to pursue annexation in anticipation of development rather than in response to it.

Such a strategy can help to minimize land use and infrastructure conflicts which can occur when “by right” development occurs in the County, which is not subject to the referral process described in the TSA. Proactively pursuing annexation can also allow the City to streamline the development process and even begin investing in infrastructure in these areas if it wishes to guide development there.

The General Plan does provide direction to the Council and staff when considering annexations and the outward growth of the City. One of the core principles of the Land Use Element is that “Comprehensive planning of new urban areas should be undertaken at the initial stages of development to ensure individual projects are integrated with existing and future projects and that they consider the form and function of the surrounding area.” Specific goals and policies elaborate and expand upon the development of “new urban areas” which should be expected to be outside of the City’s current boundaries within the General Plan’s Urban Growth Boundary.

Land Use Policy LU-17 states:

It is the policy of the City of Madera that any lands in the Planning Area outside of the City which are proposed to be converted from agricultural use [to new urban areas] should be annexed to the City before development. The City encourages the County to assist in the implementation of this policy by taking the following actions:

- Discouraging the subdivision of unincorporated land within the Planning Area to parcel sizes less than twenty acres.
- Directing all new urban development within the Growth Boundary (development that would typically be expected to connect to community sewer and water systems) to annex into the City and by supporting annexation applications at the Local Agency Formation Commission.

Land Use Policy LU-18 continues in stating:

The City may, as it deems necessary, annex rural or agricultural areas into the City to facilitate the development of the City and/or protect agricultural and open spaces and allow for their operation at different service standards than urbanized areas.

Other policies within the General Plan provide further direction.

One example of a key growth area within the City’s current Sphere of Influence is the area north of Avenue 12 surrounding the interchange at Avenue 12 and Highway 99. As a result of the recently completed substantial improvements to the interchange by Caltrans, there are current and anticipated development proposals seeking to capitalize on the improvements. For instance, Klein’s Truck Stop is currently in the development process at the County for construction on 9.6 acres located at the northwest corner of the interchange. Other potential or conceptual projects focused around the interchange that have been described to City staff include automotive dealerships, a farm equipment dealership, and other highway services.

For projects near the Avenue 12 interchange that are subject to the referral policy under the current TSA, a special “meet and confer” component requires that the City and County collaborate to determine if a mutually accepted outcome is possible (See Exhibit C-2). For these projects, the current TSA provides a pathway toward annexation and the City can simply follow that pathway if it chooses. However, for “by-right” projects which are not subject to referral, and Kleins is one of these, there is no built in trigger for annexation and the City would have to move proactively to annex that area.

Recent legislation addressing stand-alone water systems may also provide the City with a tool to encourage annexation in some instances. This legislation specifies that connection to existing community water systems is a priority over the development of new stand alone systems. Where connection to City water is available or feasible, the City may have the ability to require connection, potentially in conjunction with an annexation agreement.

The Avenue 12 interchange is not the only area within the sphere that the Council might consider an alternative annexation strategy. North of the current City limits, by-right development continues to cloud the ability to facilitate "comprehensive development" per the core goals and supporting policies of the Land Use element. An example of development inconsistent with the goals and policies of the General Plan in this area is the recently completed Dollar General commercial property just north of Avenue 17 on Road 26. With growing development pressures in advance of the pending construction of a high school in this area of the sphere, continual erosion of the "form and function of the surrounding area" is additional cause for contemplating an alternative annexation strategy.

In summary, Staff recommends that the Council discuss the merits of defining a general annexation strategy, including the potential of proactively engaging in the annexation of areas which are important to the City's long term economic and land use future. Due to pending development activity, the area around the Avenue 12 interchange is a natural focus. If the Council determines that it doesn't make sense to define an overall strategy at this point, the Council would not be limited in pursuing individual annexation projects as it deems appropriate. Staff will also continue to implement the provisions of tax sharing agreement wherein eligible projects are referred to the City and a determination is made as to whether annexation is appropriate.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Though an annexation strategy is not specifically addressed in the vision or action plans, any direction from Council will support the visioning statement of "A Well-Planned City," providing direction "with the physical aspects of Madera's growth," while "providing efficient services . . . for a rapidly growing community."

FISCAL IMPACTS

The fiscal impacts associated with defining and implementing an annexation strategy are speculative and have not been estimated. However, it is likely that the City experiences a reduction in potential property and sales tax revenue generation that would occur from properties once they develop in the County and then become more difficult to annex. Additionally, development impact fees meant to address the cost of delivering services to annexed areas would not be collected when development occurs in the County.

EXHIBIT C2



**Meet and Confer Referral Area
Avenue 12 & Highway 99**

Source: Esri, DigitalGlobe, GeoEye, Earthstar OpenStreetMap contributors, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, Swayze, Swire, ASTER, NOAA, Landsat, and DigitalGlobe, GeoEye

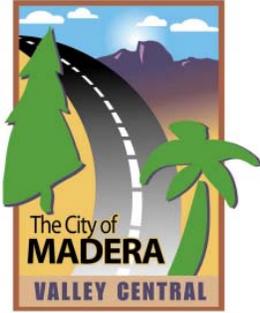


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| Item: | B-1 |
| Minutes for: | 04/19/17 |
| Adopted: | 02/07/18 |



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

**April 19, 2017
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular and special meetings of the Madera City Council for 4/19/17 were called to order by Mayor Medellin 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 Charles F. Rigby, District 5

Absent: Council Member William Oliver, District 3

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, 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, Program Manager Grants Jorge Rojas, Public Works Administrative Analyst Robin Bravo, Public Works Administrative Analyst Mary Church and Battalion Chief Jim Forga.

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

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.

Mark Meyers, residing in Madera, California, stated he wanted to address them this evening in regards to his ongoing desire to purchase a portion of a lot at 1431 Riverview Drive. He has been working on this lot line adjustment for six years now and has been through a number of directors from the Housing Authority starting with Nick Benjamin, Donald Borgwardt, and Elena Shrayberman, and now Linda Shaw. He advised that all have been trying to get through the bureaucratic morass that has been created by the need to work with both local and federal levels of government. Through this process he has been asked to contract for

services with a surveyor, an environmental engineer to conduct an environmental assessment and a review; two different appraisals. He noted that at the end of all of this he has spent thousands of dollars with nothing to show for it. He has been told that the appraisals are no longer valid and that they will have to be redone again with each re-appraisal costing more and the cost of value identified for the property going up. He has had earnest money out there for over a year while they continue to work on this. The point he wants to make tonight is that he has tried to be patient through this process. He has tried not to bug people constantly about this issue. He has tried to react promptly on any tasks he has been asked to complete and he has tried to always be compliant with all requests in regards to this matter. He stated that if he seems frustrated by the system that does not seem to serve those who pay to run it, he apologizes. He is not unhappy with any individual. He is just tired of a system that seems to exist to serve no one. He is still very interested in completing this project after having spent thousands of dollars of his own money. He hopes everyone involved understands he is serious about getting this done. He is asking all of them tonight to help him in any way possible to get what seemed like a simple little project six years ago to move forward so that he may complete this while he can still use it. He thanked them for their time this evening. He hopes this serves as a reminder that he is still interested. He tries not to be a pest about it.

Mayor Medellin thanked him and stated his appreciation.

Mayor Medellin asked if there is anybody else wishing to speak under public comment. No other requests were made and Mayor Medellin closed public comment.

PRESENTATIONS Proclamation to Recognize the 2017 Relay for Life of Madera Event

Mayor Medellin stated it is his honor to recognize the American Cancer Society and the Annual Relay for Life. He invited his good friend Tiffanie Hall. He stated, as they all know, the American Cancer Society has the Relay for Life here in Madera and this is their 20th year. He noted that is absolutely incredible that those 20 years went by. He commented that if they have ever been, they know that it is really a celebration. It is a celebration of those survivors as well as recognition for those who succumbed to the illness. He advised that it takes a number of volunteers and a number of people to make it successful. They are very happy to have Ms. Hall here and he is very happy to report that last year alone, through these efforts, the American Cancer Society was able to generate over \$150 million towards cancer research. Mayor Medellin read from the proclamation and proclaimed May 6th and 7th, 2017 as Relay for Life Weekend in the City of Madera and encouraged citizens to participate in the Relay for Life 24-hour event to be held at Lions Town and Country Park on May 6th and May 7th, 2017. Mayor Medellin thanked Ms. Hall.

Tiffanie Hall with Relay for Life stated she would like to personally invite everybody to come on out. She stated that it is a great time. They are going to have food. This year's theme is Carnival of Hope. They are going to have carnival games, entertainment. They've got a DJ going on. She noted that it's just really a lot of fun even at 2:00 in the morning. She is sure if they live around the park, they will hear them. She added that the team she's been on, they are really loud especially 2:00, 3:00, 4:00 o'clock in the morning because they are keeping everybody going. They are keeping everybody up to date, walking, and cheering each other on. It really is just a lot of fun. She stated that one of the highlights of the event is the luminaria ceremony where they remember in honor. They have little white bags that they can purchase at \$10 apiece and they line the track. At a certain time at night, they light them. They also have a speaker that is battling cancer or who has beaten cancer speak. Then they do a silent lap. She noted that it just really hits home as to why they do what they do. If they have never been, she encouraged them to come on out, have a good time; it really is. They've got dance studios, karate studios that entertain. There are raffle prizes, carnival games, food like she said. It's just really a lot of fun. She just wanted to thank everybody and encourage people to come on out.

Mayor Medellin asked if the City of Madera team is the one that is the loudest.

Ms. Hall replied no.

Mayor Medellin stated they will have to change that this year.

Ms. Hall stated she can neither confirm nor deny which team it is.

Mayor Medellin commented to the City Clerk that they will have to work on that if they didn't quite make the loudest team.

Late Distribution Announcement

City Clerk Sonia Alvarez announced that pursuant to Government Code Section 54957, members of the public are advised that documents related to the following agenda item were distributed to the Council less than 72 hours before this meeting. Under Section B, Consent Calendar, subject matter is a resolution approving an agreement with waterTALENT; the agreement was distributed to the Council this evening. Ms. Alvarez advised that extra copies are available at the podium for members of the public wishing a copy.

A. WORKSHOP

A-1 Workshop on the City of Madera's Future Contribution Liability for the California Public Employees' Retirement System

The workshop item was heard later in the meeting immediately following item D-1.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 3/27/17 – 4/9/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving a Budget Amendment for the Third Year of a Three-Year Existing Agreement for Services with Laurin Associates, a Division of Raney Planning and Management, to Conduct Annual Home Long-Term Monitoring for the Arborpoint and Madera Family Apartments (Report by Ivette Iraheta)
- B-5 Consideration of a Resolution of the City of Madera, California, Authorizing the Submittal of an Extension Request to the California State Department of Housing and Community Development for Extended Funding Under the 2012-CalHome-8711, 2014-CalHome-9862; and the 2014-CalHome-9834 Agreements; the Execution of Standard Agreements if Selected for Extended Funding and Any Amendments Thereto; and Any Related Documents Necessary to Continue Participating in the CalHome 2012 and 2014 Programs and Authorizing the City Administrator or His Designee to Sign the Extension Request, Certifications, Funds Request and Any Related Grant Documents (Report by Ivette Iraheta)
- B-6 Consideration of a Resolution Approving a Lease Agreement between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-7 Consideration of a Resolution of the City Council of the City of Madera to Summarily Vacate Excess Street Right of Way on 11th Street between South 'G' Street and Madera Avenue (Report by Keith Helmuth)
- B-8 Consideration of a Minute Order Rejecting a Claim filed by Juan Martinez (Report by Wendy Silva)

- B-9 Consideration of a Resolution Approving an Amendment to the Food Service Agreement with Madera Unified School District Providing Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Approving an Agreement with Lars Andersen and Associates, Inc., for Professional Engineering Services to Prepare a Drainage Study for the Olive Avenue Widening from Gateway Drive to Knox Street, City Project No. ST 14-07 (Report by Keith Helmuth)
- B-11 Consideration of a Resolution Approving an Agreement with waterTALENT, LLC, for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents (Report by Dave Randall)
- B-12 Consideration of a Minute Order Accepting the Commercial Water Meter Installation Improvement Project No. W 16-01 and Authorizing Recording of the Notice of Completion (Report by Keith Helmuth)

Mayor Medellin asked if members of the Council would like to pull any items from the consent calendar for further discussion or comments.

Council Member Rodriguez requested item B-11 pulled.

There were no other requests and Mayor Medellin announced he would entertain a motion.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY MAYOR PRO TEM FOLEY GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-11, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER OLIVER.

RES. NO. 17-51 A RESOLUTION APPROVING A BUDGET AMENDMENT FOR THE THIRD YEAR OF A THREE-YEAR EXISTING AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT, TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE ARBORPOINT AND MADERA FAMILY APARTMENTS

RES. NO. 17-52 A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN EXTENSION REQUEST TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR EXTENDED FUNDING UNDER THE 2012-CALHOME-8711, 2014-CALHOME-9862 AND THE 2014-CALHOME-9834 AGREEMENTS; THE EXECUTION OF STANDARD AGREEMENTS IF SELECTED FOR EXTENDED FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO CONTINUE PARTICIPATING IN THE CALHOME 2012 AND 2014 PROGRAMS AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO SIGN THE EXTENSION REQUEST, CERTIFICATIONS, FUNDS REQUEST AND ANY RELATED GRANT DOCUMENTS

RES. NO. 17-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RES. NO. 17-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,

CALIFORNIA, TO SUMMARILY VACATE EXCESS STREET RIGHT-OF-WAY ON 11TH STREET BETWEEN G STREET AND MADERA AVENUE

RES. NO. 17-55 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AMENDMENT TO THE FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY**

RES. NO. 17-56 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH LARS ANDERSEN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE A DRAINAGE STUDY FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET, PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

Mayor Medellin called item B-11 for discussion.

B-11 Consideration of a Resolution Approving an Agreement with waterTALENT, LLC, for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents (Report by Dave Randall)

Council Member Rodriguez referred to the proposed hire for the temporary position. He stated that he understands that the impact will be about 57% above the normal cost they would typically have for a salaried employee. He wondered what the issues have been in the past on why they have not been able to secure a permanent position for these vacancies.

City Administrator David Tooley stated that Council Member Rodriguez gave him the courtesy of acknowledging that he was going to ask this question at the meeting. Mr. Tooley replied that he can share that the problem is one of supply and demand. He advised that there are a limited number of people who possess these certifications in the State of California. He stated that the competition for them is significant. They have done two recruitments. They have had qualified candidates but they have accepted employment with other agencies.

Mr. Tooley advised that the temporary employment agreement is a stop gap measure so that they can continue their efforts and get a full time employee. He thanked Council Member Rodriguez for that opportunity to make that clear.

Council Member Rodriguez asked if it is something on the City's end or something that they don't provide for them or that they seek other employment elsewhere.

Mr. Tooley replied that in the larger sense it is probably about two things. It is about money. He explained that in a competitive market place there are larger cities who can pay more than the City of Madera. And again, with the limited number of people in the State with these kinds of certifications, it is also about quality of life. He stated that they both love the Central Valley. There are some people who prefer to live on the coast or in the mountains. They have to be that much better in the recruitment process.

Council Member Rodriguez thanked Mr. Tooley and stated his appreciation for the clarification.

Mayor Medellin asked if there are any other questions regarding item B-11. No other questions were asked and Mayor Medellin announced that he would entertain a motion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-11, RES. NO. 17-57 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER OLIVER.

RES. NO. 17-57 RESOLUTION APPROVING AN AGREEMENT WITH WATERTALENT, LLC, FOR THE PROVISION OF TEMPORARY EMPLOYEES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY

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

C-1 A Public Hearing to Consider an Appeal by Mr. Dave Delawder of Planning Commission Approval for Conditional Use Permit 2017-07 and Site Plan Review 2017-08, which Allows for Three Outdoor Automotive Sales Events to be Held by 365 Autos in the Madera Marketplace Wal-Mart Parking Lot during 2017 and;

Consideration of a Resolution of Determination on Appeal

Planning Manager Chris Boyle stated that yesterday they received an oral and written request on the part of the appellant for a continuance due to a death in the family. Mr. Boyle stated that staff supports the continuance and requests that the appeal hearing be scheduled for May 3, 2017.

Mayor Medellin asked if there were any questions.

COUNCIL MEMBER RIGBY MADE A MOTION TO PUSH ITEM C-1 TO THE MAY 3RD MEETING ON REQUEST OF THE APPELLANT. THE MOTION WAS SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS AND WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER OLIVER.

Council Member Holley asked if all the Council Members have to be present for the appeal hearing.

City Attorney Brent Richardson responded no and added that it is preferable that they have as many if they can, preferably a full house. If they have to do it with less they can. He advised that, as they know, the threshold is a five vote threshold so keeping that in mind it is better to have a full bank if they can. Understanding schedules are what they are, they get what they can.

Mayor Medellin asked Councilman Holley if he is out of town that day.

Council Member Holley replied yes.

Mayor Medellin commented he thinks Council Member Holley is the only one scheduled absent.

City Clerk Sonia Alvarez agreed.

Mayor Medellin stated right now it looks like they should have six out of the seven. He thanked Council Member Holley for bringing that up and stated his appreciation.

D. WRITTEN COMMUNICATIONS

D-1 Presentation by Madera County Public Health Department on Healthy Stores, Healthy Communities Study

Myra Miranda stated she is a Health Educator with the Madera County Public Health Department. Also with her is Alan Gilmore who is a Program Manager with the Madera County Public Health Department. Ms. Miranda stated they came today to share their results/findings on the Health Stores for the Healthy

Community data collection. She advised that it was conducted in the summer of 2016. The overall goal of the campaign is to improve the health of Californians and more locally with the Health Department, improve the health of Maderans. Ms. Miranda stated that not only did the Madera County Public Health Department work on this study, other county health departments, specifically the Tobacco Control Program in partnership with the local nutrition programs as well as the STD Prevention Branch. They all worked together to see what was available in stores. She stated that the goal is to promote community health by offering healthier options in the community as well as partnering with business owners so that their businesses continue to thrive while they promote health.

Mr. Gilmore stated that the campaign works to improve the health of Californians by educating consumers about making smart choices, about marketing practices and how those practices influence the way and the things that people buy making both healthier and less healthier choices. It also assists in making the retail environment a healthier place for all of their residents.

Mr. Gilmore stated that business owners can be an important part of this. They can be an important part of developing a healthy retail environment and working together with government, residents, business owners, they can make the community a healthier place to live while maintaining a vibrant business community. Mr. Gilmore stated they would share what they know about the health of people that live in the County of Madera.

Ms. Miranda stated one of the behaviors, which is off of the California Health Information Survey, is that 16.4% of Madera residents smoke currently compared to the 12.7% of adults in California. She stated that the percentage of Madera youth that smoke in the County are 15.4% compared to 13.8% in California.

Mr. Gilmore stated that the percentage of adults who are overweight or obese in the County of Madera is 73.1% which is higher than the state average of 62.5%. He noted that the percentage of adults who can't always find fresh fruits and vegetables showed that 26.9% of residents in the County of Madera have had that kind of experience compared to the State of California at 23.4%.

Ms. Miranda stated that the State also looked at the cost of smoking. Currently, the cost of smoking for the County itself is \$29.6 million compared to the State's \$7.48 billion. In terms of cost of smoking, what they are talking about here is loss of productivity, absences, any medical or insurance expenses related to diseases that were caused by tobacco usage.

Mr. Gilmore moved on to additional health behaviors of Madera residents. He stated that the study indicated that 22% of youth 11th grade or younger have had an experience in terms of binge drinking compared to the State of California at 18% and then the percentage of youth who have used alcohol before the age of 15 in Madera is at 35% compared to the State average of 29%.

Ms. Miranda stated they also looked at retail pharmacies that sell tobacco products which for them is a concern because a pharmacy is usually a place where you look to get cessation aids to help in quitting smoking and they found that 39.1% of the stores in Madera County sell tobacco products as opposed to the State of California which is 32.5%

Mr. Gilmore advised that they will show a video that kind of demonstrates some of the experiences that youth might have in a county like Madera.

Mr. Gilmore moved on to some of the data they collected relative to the stores in the County of Madera. He explained that this was a scientific survey. He noted that it is one of the largest of its kind that was ever conducted in the State of California. He advised that the thing that was really valuable about this survey was that they conducted the same survey in 2013 so they are now able to take a look at what they saw in 2013 and compare it to what they have seen in 2016.

Mr. Gilmore reported that the survey took a look at product marketing and the availability of healthy and unhealthy options in stores that sell tobacco. It also looked at marketing and availability of healthy and

unhealthy beverages including tobacco, alcohol, sugar sweetened beverages, junk food, fresh fruit and vegetables, milk and even condoms. They looked at 128 stores that were surveyed in the County of Madera. 85 of those stores were located in the City of Madera.

Ms. Miranda reported that one of the items that they examined was advertising. What they are looking for is unhealthy and healthy storefront ads. Unhealthy being items such as sugar sweetened beverages such as sodas, energy drinks, sports drinks, tobacco and in terms of healthy anything that is promoting healthy eating active living, water. Referring to the display, she explained that the blue bars were the results that they received in 2013 and the percentage of stores that had unhealthy store front ads in 2013 was 75.2%. For 2016 it was 79.3%. She advised that the percentage of stores with healthy store front ads in 2013 was 6.4%. In 2016 it was 10.7%. Ms. Miranda reported that they also looked at ads on stores near schools. By near they mean within 1,000 feet of a school. In 2013 it was 72.2%. In 2016 it was 76.2%.

Mr. Gilmore noted that as they can see, the numbers are not going the way they would like them to be going. He continued with discussion on advertising and income. They looked at stores in low income areas that were displaying unhealthy storefront ads and they saw it jump from 78.8% to 83.6% in a three year period. The percentage of stores in middle income or higher income areas, they saw an increase in those areas as well from 72.6% to 75%.

Ms. Miranda stated that they also looked at the percentage of stores in low income areas with healthy storefront ads. They did see a slight increase which is good. There is promotion of healthy living eating and active living here. 10.6% in 2013 and 13.1% in 2016. She advised that the percentage of stores with the same healthy storefront advertising also went up again. It is 3.2% in 2013 and 8.3% in 2016.

Mr. Gilmore stated they looked at some of the emerging issues around tobacco and tobacco control. They have a particular interest in the increase in the sale of electronic smoking devices or e-cigarettes as they are often referred to. They took a look at the percentage of stores that are selling electronic smoking devices in the County of Madera. In 2013 they saw 32.1%. That jumped to almost 70% in 2016. He noted that is a significant increase in terms of retailing that particular device which they know is a device that is attractive to youth and also is a place where a lot of youth start smoking and then transition on to using regular tobacco.

Mr. Gilmore reported that the percentage of stores that are selling flavored non-cigarette tobacco products jumped from 81.7% to 91.7% of stores in the County of Madera. He added that the number of stores that sell menthol cigarettes is 87.2% up to 97.5%. He advised that some of the things that are interesting to note about flavored tobacco products is, as they have said, it's a gateway for youth to be able to start to smoke. When they take a look at how flavored tobacco is marketed, the flavors, bubblegum, strawberry, peppermint; who are they really marketing to. He stated that obviously this is a marketing effort towards youth. He noted that what they know about menthol cigarettes is that a menthol has a numbing consideration to it when you are using it and it creates an opportunity for people to start smoking and continue to smoke because the harshness of the tobacco is eliminated because of the menthol flavor.

Ms. Miranda stated that they also looked at little cigars and cigarillos. These again, along with the flavors, little cigars and cigarillos are a little more accessible to youth. They don't fall under the same pack restrictions as cigarettes do so they are able to be sold in singles or in packs of two. They usually come flavored which is another reason why they have some concern with them but, as they can see, across the board, there has been a significant increase in little cigars and cigarillos especially since they are being sold under a dollar. They saw a significant increase between 2013 and 2016 in terms of their availability.

Mr. Gilmore commented that they also looked at the sale of little cigars and cigarillos near schools. They saw a significant jump, 94.1% in 2016 of stores that sell swisher sweets which is a form of the cigarillo. He added that the percentage of stores near schools that sell them for less than a dollar and the percentage of stores near schools with flavored non-cigarette tobacco products, 100% of the stores that they surveyed where selling that particular product near schools.

Ms. Miranda stated they also examined alcohol. As they can see, there was a slight decrease in 2016 in terms of the stores with alcohol in Madera County. Of the stores that did sell alcohol, the percentage of those stores that had alcohol near candy or toys below three feet, increased about 26%. Of the stores that sold alcohol, the percentage of stores with alcohol in the storefront ads as well increased from 75% in 2013 to 90.4% in 2016.

Mr. Gilmore stated they also took a look at one particular alcohol product, malt liquor because they know it is a product that is often marketed as a low cost, high alcohol content product. They saw a jump from 75% to 90.4% of stores that were selling malt liquor in low income areas. The percentage of stores that sell alcohol in middle to high income areas that were selling malt liquor, just a slight change from 76.8 to 79.2.

Ms. Miranda stated that additional things that they wanted to note with this survey was that 52.1% of the stores in Madera County had tobacco marketing in kid friendly locations. These were things that were below three feet so they are very accessible to somebody who is shorter than three feet or youth. She added that 61.9% of the stores near schools had tobacco marketing in kid friendly locations. Of the stores that sold alcohol almost 85% sold alcopops which are flavored alcohol such as B & J; any kind of fruity flavored alcohol, alcohol slushes, would fall under this category. They saw a great amount of the stores did sell that. She added that portion was new to their survey in terms of what they were examining. The reason they examine it is it usually is very similar to flavored tobacco. It is a starter point for somebody who wants to start drinking, they are probably going to drink something that can mask the harshness of the alcohol.

Mr. Gilmore stated they did see some areas of improvement that they want to highlight. He mentioned that the percentage of stores with sugary drinks at checkout dropped from 70.6% to 54.5%. The percentage of stores with any fresh fruit or vegetables increased from 38.5% to 52.1%. He commented that they would like to give credit to the Public Health Department that has been doing a lot of promotion of fruits and vegetables out in the community and thinking about alternative, non-traditional shopping areas where they are able to purchase fresh fruits and vegetables. Mr. Gilmore stated that finally, the percentage of stores with low or non-fat milk increased by 2%.

Ms. Miranda stated that in terms of recommendations or next steps, they would like to continue to raise the community awareness on this issue. They would also like to partner with business owners in supporting their customer's efforts to live a healthier lifestyle. They have started working with some retailers locally and just begun education with them. She commented that it is very simple starting off with, "did you know that the tobacco purchasing age is now 21?" She stated that some retailers do know. Some don't and they are here to help them. They also wanted to increase policy maker awareness of this issue here locally with the City as well as at the County and they would like to continue to improve health behaviors and outcomes for the residents in the City and County of Madera.

Mr. Gilmore thanked the Council for their time and offered to answer any questions.

Council Member Rodriguez thanked them for the presentation and added that he is always interested in healthy living. He asked if Public Health works in collaboration with the school district. His reason for asking is because they also have a Wellness Committee. In that Wellness Committee, of course, they are teaching their kids about healthy eating. He commented that Madera obviously had a high percentage of diabetes and also obesity. They do have a trustee here now and he knows that he spearheads that Wellness Committee. His reason for asking is that he is not sure if that is part of some of the training and education that they give to these organizations or for that matter the school district.

Mr. Gilmore replied that they have been an active member of the Wellness Committee for about the last two years. They were there throughout the entire approximate nine-month process of rewriting and updating the Wellness Plan, active participants in the sub-committee efforts that happened. He advised that they are working closely with Madera Unified School District with the new PEP (Physical Education Program) Grant that they received. The grant is an effort to try to increase the availability of nutrition education and physical activity education on all of the school campuses throughout the school district. He

commented that the Public Health Department actually partners with four elementary schools and provides seven months of education to all fourth, fifth, and sixth graders. It includes nutrition education and physical activity education. They've been working in those schools for about the last four years.

Council Member Rodriguez stated he is glad to hear that. When he was part of the school board, one of the biggest projects before them was nutrition. He added that the fact that this all came into wellness, he thinks tobacco and alcohol definitely fits into just having this Wellness Committee and really approaching it in a way that they can teach these kids and actually educate them on the importance of not smoking.

Council Member Rodriguez referred to their study. He wondered if they received the data from the stores and asked that they share how they went about getting the data they presented, was it a survey.

Ms. Miranda replied that she as well as another colleague, some partners in the community and some youth volunteers went into all 128 stores and collected the data. They were all trained to observe the products, what to look for, and what was available for them.

Council Member Rodriguez referred to the slide showing disease in comparison to the State level. He asked how those numbers came about as far as the percentage in the County of Madera compared to the State.

Ms. Miranda replied that the State collected that data through the California Health Information Survey. She offered to send him links to that information if they would like. She thinks that one is a couple of years old but that was the most current information they had on file.

Council Member Rodriguez stated he can follow up with her to get that information. He asked where Madera County stands in comparison to other counties as far as, for example, racial per capita regarding tobacco or alcohol use. He wondered if they have any of that information for the State of California. He recognized that they presented some high numbers when it comes to the advertisement in alcohol. He stated that is one of his biggest things alcohol around schools, alcohol around certain communities especially those that are more disadvantaged or lower income communities. He wondered how they compare to other counties or other progressive cities. He wondered what they are doing. They've come to the City Council so are they asking for some type of law or ordinance and asked if they are seeing this in different cities or counties.

Ms. Miranda stated that in terms of rankings she would have to get back to him on where they rank specifically in comparison to the other counties. She stated that the data collection campaign itself has a website. They can look at all 58 counties and compare. In terms of what they would like to do, they would like to work with the City and County on what are some ways or approaches that they could educate retailers and reduce access to tobacco products or advertisements. She knows that the City's Code Enforcement went out and looked at signage. She stated that is one of the things that they, as a program, look at but they also look at actual accessibility. The hope is to reduce youth access. She added that they have some neighboring counties that have already worked on some policies but they know that every county is different so they would like to see what they could work on together.

Council Member Rodriguez thanked them and stated that their continued efforts in educating the community and their kids is definitely going to reap its fruits later in the future. He stated his appreciation for their presentation.

Council Member Rigby thanked them for informing them tonight. He knows that they and their staff have worked diligently to accumulate all of these numbers. He referred to the study and the slide that states can't find fruit or veggies. He asked what that means.

Mr. Gilmore replied that what that usually means is that they live in an area where they don't have access to a grocery store that has the capacity to be able to carry those types of products. There may be issues around transportation for them to be able to get to a grocery store. Some of the things they have been

working on is taking a look at some corner markets, kind of mom and pop places, and start to talk to them about what it would take in terms of their infrastructure to be able to start to carry some fruits and vegetables. They understand that it has to be a win, win situation. They have to know that it is going to be profitable for the business owner as well as being able to sell those products. They work a lot with some of the smaller retailers in town to try to help to strategize ways for them to be able to begin to incorporate those kinds of items into their stores. He added that most often it's an issue of access. It could be an issue of income or transportation.

Council Member Rigby stated he doesn't want to sound hyperbole but it seems almost third world that somebody that lives in the Central Valley, produces 70% of the United States produce, lives somewhere where there is no access to fresh fruits or vegetables. He is trying to wrap his head around this.

Mr. Gilmore shared that part of what they do within their SNAP-ED (Supplemental Nutrition Assistance Program) program is try to help educate people. He noted that if you are on a very fixed income and you are going in and looking at the purchasing of fresh fruits and vegetables as opposed to canned or frozen or even just taking the family through the drive-thru, the cost may be prohibitive given the fact that they may have very limited income. He stated that it is a way of being able to help them think about ways that they can make those purchases. He added that sometimes there is the challenge of the fact that, ok I bought a papaya but I don't quite know what I do with it. They try to help them in terms of recipe preparation.

Council Member Rigby stated he understands and explained what he is getting at. He noted that he looks at the numbers here according to their statistics, the California State average versus that of Madera County. Their percentage has actually increased with any fresh fruits or vegetables found in stores. He is just trying to connect the dot where the percentage of stores that carry or have accessible fresh fruits or vegetables in conjunction with the percentage of people that can't find it, for whatever reason, it just doesn't seem to connect.

Council Member Rigby referred to something Mr. Gilmore had mentioned that he would like to pursue. He thinks they do such a diligent job of going after tobacco and alcohol. He fears as a Council Member that he doesn't want to spend a whole lot of time focused on what they despise as unhealthy. He would love to see their efforts spent on what they do want versus what they don't want. He would love for them to spend more time promoting what they do have access to, what is great. This kind of brings him to what their farm to fork effort is in the Central Valley, specifically in the City of Madera. He knows that First 5 does, he will say a commendable job of opening up a farmer's market throughout the summer. He knows that there are a lot of stipulations upon those that can participate per se. He thinks it is a lot of people that find themselves on the lower spectrum of the income ladder and he thinks that that is amazing. He is curious as to what it would look like if that was more available on a weekly basis, on a bi-weekly basis. He noted that Council Member Rodriguez kind of hit it a little bit but, are they connecting with the right agencies such as the Farm Bureau, Food Bank, them, Madera Unified School to see that they can ensure that they can make these amenities a little bit more available for the people that are having a harder time doing so. He noted that he has never smoked and drank alcohol a day in his life and that is his choice. He thinks though, they talk about kids that walk by convenience stores and are looking at advertisements of tobacco and alcohol, to him, the 99 cent mega soda does just as much harm if not more to the child than the possibility of he or she grabbing a tobacco product. To him, the BOGO, buy one candy bar get two free, does more to the child or teenager. He has been youth pastoring for fifteen years, and the Health Department's education process is working because he is finding himself buying way more bottles of water for kids on pizza night than he is two liters. He noted that is great and that is commendable to them. But again, he wants to trumpet that Public Health does such a great and thorough job at finding numbers like these of going into stores, of gaining volunteerism. He would be curious if they could take that same effort and rather than flipping it to...what is it that we offer as a County that is not good...and trying to push those efforts into... what can we offer that does help answer some of these questions. He doesn't know if they will ever be a "dry" city. He doesn't know if he wants to spend time finding out how many convenience stores have Bud Light advertisements or half naked women holding a six pack when he can take those efforts and spend it into...how do I get 26% of people that live in the Central Valley that say they don't have access to fresh fruits or vegetables. To him that is ridiculous.

Council Member Rigby stated he is willing to partner with them, put his money where his mouth is as well as his time, if they can collectively come up with a better way to access farmer's markets, a better way to get a food to fork program started within their City, within their County, getting in front of the Farm Bureau, getting in front of the right people at the right time. He is willing to partner with them. He is not just here to just talk. He will definitely help and he will challenge any of his colleagues to join him in that effort. He thinks they can solve some of these issues rather than just talk about them tonight. He wants to lead by their example and not by their mistakes. If obesity and not being able to get people the right food in the right place is a mistake of theirs, he doesn't want to be what they are known for. They should be known for finding solutions. He thanked them for coming tonight.

Council Member Holley stated that Councilman Rigby brought up some good questions. Council Member Holley advised that he works with this team and they have done quite a few studies. Mainly what they look at is when they go into a grocery store, a store, or a liquor store they find their fresh fruits way in the back. They try to get with their local business owners so that when people come into the store, they see the fresh fruit instead of having to go buy cigarettes before they get to the back store and find out that is where all the fruits are. They are trying to educate the owners, to ask them to kind of bring stuff forward so they don't have to run all over the store to grab some. They see something else before they decide that they see the fruit. They have worked with the business owners in different ways to try to get small business stores to have their fruit up front. He knows a lot of them, like some liquor stores, don't have fresh fruits so they are trying to find out what they can do as a partnership with the County, the Health Department, to bring some of those things up forward to where business owners are starting to take down their cigarette and alcohol signs and putting up fruit signs so they have done quite a bit of work with the team in bringing these things forward.

Mr. Gilmore acknowledged that Council Member Holley has been a long-time partner with them in terms of their Tobacco Coalition and thanked him for his ongoing support.

Council Member Robinson referred to their comment that it is hard to find fresh fruits because of transportation. He mentioned that you can get anywhere in Madera within 10 minutes. In every section of the City they have dollar stores that have cheap vegetables and fruits. If you go to the supermarket they have discounted fruits and vegetables like Save Mart and Food 4 Less then they have a wholesale business on Yosemite that sells in bulk. They have the Catholic charity that gives free food out. The Food Bank gives free food out. They have a number of churches giving free food out. They have the farmer's market downtown during the summer. He suggested that maybe they should educate the people so that they can develop their own vegetable raised garden so they have fresh herbs and all that. They can also give them some stakeholders like Master Gardeners and United Way and the UC Farm Bureau. He mentioned that First 5 teaches the kids also. If they can go into the schools and show the kids for instance, good nutrition will develop your mind and body as opposed to, if you are anorexic and you are eating junk food. Then they can show them results for instance, people who have cancer from smoking and the hole in their throat. They need to shock them.

Mr. Gilmore commented that he thinks it is an issue of just trying to make fruits and vegetables as accessible as possible. He added that people and parents have full lives, they have a lot going on. He noted that there have been models that have been set up where they actually established very small scale farmer's markets at a school site. So it is simply an issue of when I'm dropping my kids off or picking my kids up there is an opportunity right then and there to be able to purchase fruits and vegetables. He added that there are a lot of good things going on in terms of the community. He noted that it is an ongoing effort. He thinks they are taking a lot of good baby steps but there are still some new ideas that could be implemented and started, and they are always looking for funding to be able to implement those new ideas.

Council Member Robinson added that Fresno State also has a problem with students on campus not having enough to eat.

Mr. Gilmore agreed and added that he understands that they have their own pantry as does Fresno City College.

Council Member Robinson stated that when he lived in Pittsburgh they had this one particular guy that had a truck with fruits and vegetables. He would go throughout the streets and sell fresh fruits and vegetables as opposed to having all these ice cream trucks going around making music.

Mr. Gilmore stated that part of it is also educating the families where maybe fruits and vegetables have not been a normal part of their diet. He noted that you begin to kind of reeducate them. They are starting with the kids in the schools and hoping that that information then also transfers up to the parents as well. They do things like they have school gardens at four schools here in Madera. They are doing something called healthy lunchrooms where they are talking and working with the Food Services Director for the school district so there are a lot of efforts that are going on that he thinks are going to result in some really positive outcomes. They will see what happens in three years when they come back and talk to the Council again.

Council Member Rodriguez said he wants to get some clarity. He referenced the health behaviors of Madera residents now and going back to Councilman Rigby regarding 26.9%. He asked if that is in the County noting that there are certain rural/remote areas in the County that don't have access to the fruits and vegetables. He asked if that is what they are referring to.

Ms. Miranda agreed and added that one example is Fairmead. They did some work out there and found that they would be defined as a food desert. They actually went out and walked from what would be a common area which would be their church to what would be the nearest place where they could get food which is a Valero Gas Station out there. Because she walked it, it was about a two mile walk. If they try to imagine a mom or a parent with a kid in a stroller, there is no sidewalk so there are all these other things that come into play in terms of how are they getting there if they don't have transportation. They've worked a little bit with the County in terms of getting residents to be able to have some sort of transportation to at least get into the City of Chowchilla to do their grocery shopping.

Council Member Rodriguez stated that they all can face the fact that sugar and fat is cheaper than vegetables, fruits and what have you. The efforts that they are doing to put those in the front of the liquor stores makes it a lot easier. He stated that an apple for example is a lot more vivid when it comes to color. Someone is more tempted to get that than a bag of chips or something. He agreed that they are definitely losing the battle when it comes to advertisement. He added that obviously these people spend billions and billions of dollars to advertise and obviously to hook young kids, the youth. His suggestion would be that they counter that by producing some type of advertisement that also counters that. When they had this restructure of nutrition in the schools, one of the things that they took was the marketing. How do they market the kids to come back and eat at the schools instead of going out to the store and buying a bag of chips. He stated that most of the time when he did his trips out to the high schools, he would ask kids...why is it that you are buying a bag of chips and a soda for lunch instead of going out and really participating in our school lunches. Their biggest complaint was that the school lunches weren't healthy. They took some of that information and provided that to a consultant. This is a model that they took from Turlock Unified and their biggest thing was just market the kids...if you put these big pictures with these type foods and nutrition, kids attract to that. He added that obviously money is an issue. If you are in areas of disadvantaged, especially low income, then you are less likely to see this type of advertisement and you are more likely to see stuff that they see with the tobacco. He doesn't know how they can partner up noting that suggestions are always welcome but he knows, like Councilman Rigby said, he is willing to help if he can and be an asset to their organization if he could because he does promote healthy living and that would be something great that he would love to be a part of. He advised that he would be another Council Member that would support their cause.

Mayor Medellin stated that he ran into Supervisor Poythress today who gave a speech. He wasn't able to get to it but he asked him how it went. He was told that they asked a number of questions and he said really. He was told that it was fantastic because it meant that they were listening to what he was saying and they were engaged and they wanted to continue that conversation. So he thinks by the engagement

here by their Council Members, they appreciate their efforts. They appreciate what they are doing and even want to continue to help. Mayor Medellin stated that he knows that through their efforts in the Public Health Department that they are everywhere in the community trying to spread the word and educate from kids to families. Not only those but those retailers that are selling these products and wanting to partner with them. He stated that is certainly commendable and he will also add that as policy makers this information is very valuable to them. These numbers are staggering to him they really are. He thanked them again noting that this is just the beginning. They will continue to work together. He added that the City of Madera resides inside the County. They are all together and this epidemic needs to be addressed as partners. It is strength in numbers. He thanked them again for all their work and for this evening.

Ms. Miranda stated she also wanted to note and do a little bit of a brag for the City. They have a monthly call where they talk about their successes or failures with tobacco control and things like that. She just wants to point out that their work here in Madera, the Council is very friendly. She has heard some horror stories from other cities. She restated that the Council is known as a really friendly City Council and that they are willing to work with them is totally unheard of, she guesses, in other counties. She thanked them for working with them and they hope to continue to work with them.

Council thanked Ms. Miranda for that.

Mayor Medellin called item A-1 for discussion.

A-1 Workshop on the City of Madera's Future Contribution Liability for the California Public Employees' Retirement System

City Administrator David Tooley stated they are going to spend a few minutes this evening talking about the City's participation in the PERS (Public Employees' Retirement System) system. He noted that in preparation for the presentation tonight, they gave the Council a staff report with background information to talk about the retirement plans that they provide for their employees. He is not going to focus on that this evening. He offered that to the extent they would like additional information, they will set up individual times for them to visit with Wendy Silva in their Human Resources Department and they can go through that in some detail. He advised that he will focus on the financial elements.

Mr. Tooley stated he needs to begin with a couple of warnings. The first warning is that nothing ever remains the same in his financial universe. Some days they are up; some days they're down. He promises them by tomorrow morning, when they wake up, some of the underlying assumptions that he has used for his presentation will change. By way of relevant example, just in the last few weeks, the State has passed a transportation tax. In the first full year of implementation, that will provide \$1.1 million that they can use on Madera streets. He acknowledged that is wonderful for them but they can't use any of that money to address their PERS obligation because it is restrictive. Just today he read an article about a bill that is going before the legislature where they would remove the tax on diapers but increase taxes on alcohol by \$1.20 a gallon. He can't tell them how that is going to affect Madera but he can tell them that those are two good examples of how every day something changes that impacts their ability to provide services because of the financing.

Mr. Tooley stated that second, as he begins this discussion he wants them to understand that clearly, there is a lot of discussion, there is a lot of debate about the pension obligation issue. For every expert that he can find for them that says there is a crisis, he can find them another who is going to say...no that is overstated, that is not a correct assessment of the facts. He happens to fall into the camp that he believes that there is a significant issue but it is not his job to convince them of his point of view. His job is to give them relevant facts, a good analysis and then put them in a position that they can make an informed decision about how they spend their money going forward.

Mr. Tooley stated they will spend a few minutes talking about PERS. He explained that PERS is the retirement system that they participate in. It is the second largest in the United States behind social security.

It provides retirement benefits to state and local employees. It is funded by their contributions and the return on investments they make for the monies they hold for them.

Mr. Tooley provided a little history. He advised that prior to 2000, the CalPERS pension plans were in a super funded status. That means that for every dollar they anticipated that they had to spend, they had more than a dollar in the bank in terms of cash and investments. He noted that at that point and time, the economy looked pretty good. Then the dot-com bubble in 2000/2001 hit and CalPERS fell below the super funded status. It was followed by their great recession in 2008/09 and CalPERS fell to a 61% funded status. He commented that by any measure, that is a significant drop.

Mr. Tooley stated that this is one of the most important slides that they are going to touch on this evening. He commented that in 2001 CalPERS tells them that there were two active workers for every retiree. In 2016 they dropped to 1.3 active employees per retiree and it is projected in the next 10 to 20 years that is going to drop to less than one worker for every retired employee. He advised that should tell them a couple of things. The first is that people are living longer so PERS has to pay out more money. If PERS pays out more money, they have to put more money into the system and as they put more money into the system, they can hire fewer employees to carry out the critical services of government and pay for that PERS cost. He stated that this is a circular firing squad. If this tells them anything, and this is what it tells him, the problem is not getting worse, the problem is getting worse at an accelerating pace. Unless something else changes, he thinks there is a crisis on the horizon.

Mr. Tooley commented on what the actions are that have been taken to address these issues looking forward. In 2012 there was the Pension Reform Act. It changed benefits available to new employees. That is why they see multiple plans described in the staff report provided to them. But, it did not change benefits for existing CalPERS members. He explained that this is often called the California rule. He added that once in, you can't change the retirement formula to something less than what you have now. He noted that is actively being challenged through the court system.

Mr. Tooley stated that in 2014 CalPERS reduced the discount rate from 7 $\frac{3}{4}$ to 7 $\frac{1}{2}$ percent. He explained that the discount rate is the anticipated rate of return on PERS investments. He commented that it is a good thing they did it in 2014 because in 2015, the PERS return on their investment portfolio was .6 percent so even in a period where the economy was swinging up, PERS was having trouble with their portfolio. He noted that they are among the best in the world at the investment game. They have tremendous leverage but in some years they are not going to meet their projections. And increasingly, there is concern about whether they can make 7 or 7 $\frac{1}{2}$ percent projections.

Mr. Tooley noted that at that time, PERS also changed some of their assumptions about how long they all live and they adopted a policy to smooth market gains and losses over 30 year periods. He commented that in the finance world that he was brought up, they used three, five or seven year smoothing periods. He noted that where CalPERS made the decision to go 30 years, they took on additional levels of risk. In spite of these changes, the CalPERS overall funding status has only increased from 61 percent in 2008 to 64 percent in 2017. They are not gaining a lot of ground.

Mr. Tooley stated they would talk about what is happening in Madera right now. He advised that CalPERS has made another decision to lower the discount rate over a multi-year period, he thinks it is about eight, from 7 $\frac{1}{2}$ to 7 percent.

Mr. Tooley advised that the League of Cities sent out a tool. He didn't see it at first. He commented that one of his buddies in the profession called him and said, have you done the analysis on this. His buddy was in a blind panic. Mr. Tooley thought that it can't be that bad but it was.

Mr. Tooley explained that they have used this tool and they are going to provide the Council some projections this evening and it contains the following kinds of assumptions. The first is that 17/18 includes the addition of the positions funded by Measure K but no additional positions at this time. He advised that

every position that they add is going to increase their funding liability. They have assumed a 3 percent increase each year in the payroll plus a factor of 1 ½ percent for step increases. He stated that is not a recommendation that they are going to increase salaries by 3 percent each year. It is simply one example of what a financial outcome might look like. He advised that collective bargaining discussions belong in closed session. They assume no further changes in the discount rate. They will worry about that later. He added that there are no additional changes to the CalPERS assumptions and no policy changes in how market gains and losses are spread. Here is what they find noting that he wants to spend a minute with this.

Mr. Tooley presented the impacts on their General Fund. Right now they anticipate that they are going to spend almost \$8.9 million in General Fund monies to pay for their PERS contribution. He referred to the second line down and asked that they look at the year to year change. In 2018/19, that is when the change in the discount rate takes place, additional of 274 than 341. He then asked that they look at the jump in 20/21, \$642,000 is what their obligation looks like. Referring to the third line down, he noted that the cumulative increase over this period is \$2.6 million. If they look at the last line, that is a 68 ½ percent increase in their PERS obligation. He advised that does not include the value of any changes in compensation that they provide for employees, increases in terms of healthcare. From a budgetary standpoint, these are very, very significant numbers.

Mr. Tooley advised that they have also looked at the other funds of the City and while the impact is the same, about 68 percent, they have fewer funds in all of the other operating funds and it looks like about an \$823,000 increase over the period that they are evaluating. He asked that they be clear that it impacts water, sewer, all of their fee schedules, all of these things are going to have a significant impact on how they do business.

Mr. Tooley stated they would look at the impact on the projected employer contribution rates. He advised that these are expressed as a percentage of payroll. Right now, in the Miscellaneous Group, that is people like him, the City Attorney, and any of his key department head staff, they pay about 22 ½ cents on every dollar for just the retirement costs. A dollar salary, 22.8 cents for PERS cost. By 22/23, that is projected to go to 36 cents.

Mr. Tooley referred to Classic Safety. He noted that is anyone who was hired before a date certain in 2012. Right now they pay almost 49 cents on the dollar for their retirement. He knows of some cities that are already paying 75 cents on the dollar. By 2022, that goes to 76 cents on the dollar. If they assume just some reasonable increases in healthcare costs, they will probably be paying more than a dollar of fringe benefits for every dollar they pay in terms of salary for this particular group.

Mr. Tooley stated that Safety Tier I and Safety PEPRA are obviously less because they are new plans and they haven't accrued the same liabilities that their older plans have.

Mr. Tooley referred to political realities and stated that there is very little political will to address the problem in Sacramento. By and large people don't get elected to the Assembly or Senate by not being pro-labor. He advised that pending litigation regarding vesting rights is going to take multiple years of resolution. He noted that an important case just got decided in San Diego. He advised that San Diego is not a PERS city but the decision addressed many of the same issues that are going to be fought over PERS. He stated that the political reality is that the legislature is not going to move. Any relief they get is probably going to be through the court system. It is going to take some years to get through the State court system and he believes it will be ultimately appealed to the Supreme Court of the United States. He thinks ultimately there is going to be some relief. He noted that the Detroit decision provided that but he and the City Attorney have had a discussion. He doesn't know how they'd handicap this bet but he would say relief somewhere in a five to 10 year period. They are in this game for some time to come. He stated that it is obviously a politically charged issue with multiple stakeholders. He advised that there is turnover in the State Legislature every year. They get a new crop of people who don't understand the issue yet so there is just no momentum to achieve change.

Mr. Tooley stated that the economy is healthy for now. This change in the discount rate is going to be implemented over eight years. He asked if there is anyone in the room who believes they are not going to see some resetting of the economy during that eight year period. He stated what the scary part is, right now PERS is reducing the discount rate from 7 ½ to 7 percent. He asked what if they go back and reset it to 6 percent during this period. The numbers he just showed them double in that particular scenario.

Mayor Medellin commented that during the recession, a number of cities filed for bankruptcy in the State of California only, so it sounds like what Mr. Tooley is leading up to is something drastic will have to happen. If it is not going to happen in the legislature, there is no political will, it is almost like things have to hit rock bottom before something is actually done.

Mr. Tooley stated he thinks that is an accurate assessment. He noted that either the courts are going to provide them some additional tools or in the alternative the system is going to go so bad and people are going to be awake to the fact that their services are being cut so that they can pay for their PERS cost. He thinks that is a good assessment.

Mr. Tooley also noted that PERS will be going back in 2018, as they do on a periodic basis, to reassess the other elements of the rates. He commented that this is not the only thing that affects rates. As he indicated to the Council by email, there is legislation that makes the problem worse by limiting the City's ability to contract the services. He added that this legislation makes contracting for services subject to CEQA (California Environmental Quality Act). He advised that he has no idea what compensation has to do with CEQA. He explained that CEQA is a land use law however, CEQA is a very effective tool for attorneys to stall decision making. He stated that again, it goes to that politically charged sense of the future.

Mr. Tooley commented on where do they go from here now that he has painted such a happy picture and he feels like the Grim Reaper. He thinks it is beyond their ability to solve. Quite candidly he just doesn't think there is a lot they can do as a City except to continue to lobby for their interests and understand that they are in this game for the long term.

Mr. Tooley stated they can choose to try to contain costs through the collective bargaining process. He thinks that is going to be difficult and painful for all involved including the bargaining units. He noted that there might be some years where they ask them to pay for some of the additional PERS costs. He noted that there could be years where nobody gets an increase in take home pay because it's entirely eaten up by the costs of PERS. Even worse, could there be years where they have to reduce take home pay. Those are outcomes he doesn't want to deal with. That is not the kind of conversation he wants to have with their collective bargaining units. It is not fair to them and it is not fair to us.

Mr. Tooley stated that in the meantime, they are going to have to hunker down. He is going to present them with a series of options and decisions about how they make use of their funds and increasingly, he thinks that is going to present some difficult decisions for them. They are going to have to make choices between what you'd like to do and what you have to do.

Mr. Tooley commented on the kinds of things that could happen. He stated that California's favorite solution to every problem is just to throw money at it. As one example, there is periodically a discussion that takes place about changing sales tax in the State and applying sales tax against professional services as opposed to just goods. For example, there would be a sales tax for your work with your lawyer or you tax accountant, you fill in the blank. What the State might do is that they might reduce the sales tax from eight percent to six but they apply it to services as well and a big windfall of money takes place. He can't promise that is going to happen but if things get bad enough, the State is going to look for any harbor to try to solve this problem.

Mr. Tooley stated that on a local basis, they are going to have to take a hard look at everything they do including their fee structures. He has assigned the Police Department the responsibility of looking at a

cannabis tax. The new State law allows up to six plants in a home. If it is going to take place, maybe they should try to assess a fee or a tax against it. Regardless of their feelings about cannabis, the State law is in place. They need to look at the tools that they have in order to make themselves well. They are having a discussion right now about a rental inspection fee program. That program assumes, he thinks that it uses the fee off of their master fee schedule of \$45 an hour. He commented that that hourly rate does not begin to cover their cost of doing business. They should anticipate when he brings the new budget before them, he is going to bring a revised fee schedule and in everything they do, they are going to have a discussion about...is this an instance where we need to recover their full costs of doing service...because candidly, they are going to need that money.

Mr. Tooley stated that the worst case alternative is reducing services. He noted that they don't have that in front of them right now because they have some fairly significant fund balances and even if the world caves in on them, they've got a couple of years that they can try to deal with this. But he will tell them those fund balances will go more quickly than they think. He had hoped that this would be the year that they could begin to, and he and the Mayor have this discussion all the time, he wants to move the needle. He wants to move this community forward and provide better assets and better services. Suddenly they and he have to start thinking about hanging on to those fund balances because they've got a PERS problem. He will give them that discussion. He will expand on the discussion and he will give them the opportunity to make those decisions. He is giving them the heads up now that he thinks that the conversation just got more complicated.

Mr. Tooley stated there are also some tools out there where they can do some *pre[word unclear]* of retirement contributions. There is an IRS (Internal Revenue Service) opportunity where they can put money into a defined account and they can get around some of the investment limitations that are currently available for cities. They will evaluate that but he is going to tell them upfront, he doesn't like it. There is a reason that there are limitations on how cities do investments and those reasons include the loss of hundreds of million dollars of derivatives in Los Angeles and repo agreements out of Texas. They are good at the basics of investments, and actually he thinks Mr. Przybyla (Director of Financial Services) is really good at it but, there are things they shouldn't be playing in. In terms of municipal dollars, it's security first, liquidity second, and return last. They invert the typical investment motto.

Mr. Tooley stated that this evening, what he has tried to do is he's tried to give them a heads up. His anticipation is this is not the end of the discussion, this is the beginning of the discussion. It becomes an integral part of the budget process as they move forward. He thinks next year is going to be a difficult budget process because they've already got their own share of problems but he is not worried about next year. It's the six years that come after that. He noted that finance is a game of playing chess. You have to think at least three or four moves in advance. This is the opening move of their discussion. He offered to try to answer any questions.

Council Member Rodriguez thanked Mr. Tooley for the presentation. He added that obviously he is new to the City and just listening to his presentation, the way he speaks, really makes him feel good that the City is in good hands.

Mr. Tooley commented that Council Member Rodriguez is a finance guy so he is looking to him to help him out.

Council Member Rodriguez offered a suggestion noting that Mr. Tooley brought up other alternatives. He noted that he is not glad that Mr. Tooley brought up the cannabis deal and again he is not trying to promote cannabis. He keeps saying that over and over. But, the alternatives of eventually heading down a path where potentially they could reduce staff, they could reduce safety, and that is the last thing that they want. He noted that obviously, imposing taxes on their residents is another issue that is kind of sticky and hairy but looking at the possibility of potentially doing a commercial project. When he says that, again, he wants to stress out that it's not trying to tamper with the core values that their City already has in place and that is that ban that they currently have. He noted that obviously that is not something that he would promote, no

dispensary in their City, nothing that is going to go against the values of their community. But more so, something on the outskirts where potentially is not as visible or anything like that but what other cities might be doing. He is glad that Mr. Tooley brought that up. It is not something that he is pushing. He can see that in his face but it is something that, a cruel reality, that they have to look for in the future because the last thing he would like to do is ever reduce their services that they currently provide to their residents and impose a different tax or what have you. He thanked Mr. Tooley for the presentation and restated that he thinks they are in good hands. He added that if he has any further questions, he will reach out to Mr. Tooley.

Mr. Tooley commented that his job is to give them objective information. The cannabis discussion is one that is going to evolve throughout the State. One of his friends in the profession is the City Manager of Hanford. He is having lunch with him next week to talk about their exploration of this issue. Again, he will provide them objective information and at the end of the day, the Council votes.

Council Member Rodriguez stated he knows that his colleagues might be holding up their eyes when he says something like this but honestly, directing his comment to Chief Frazier, with all due respect, he knows it is something that's not really in the best interest of the City of Madera and it is not in his best interest either but what other sources of revenue do they have. Obviously they have this casino, they have the Love Center. They were trying to push for manufacturing jobs and what have you but for the most part, what else is there he presented them this year. He asked if there is anything else to potentially alleviate the issue with the CalPERS aside from what he presented here.

Mr. Tooley replied that the other things that could affect this of course is new development and economic development has to be their primary focus as they move forward. To the extent that Love's eventually opens, and they are still getting around some hurdles, that becomes a significant revenue source to them. He thinks the new casino has two years of litigation in front of them. Their 12 to 1500 new jobs, that is a game changer. Even with that said, is pension where they want to spend their money. Right now, it is not a choice.

Mayor Medellin commented, as Mr. Tooley said, this is a chess match so to speak and they have to be prepared which he knows Mr. Tooley prides himself on being prepared and bringing the Council all the facts. A discussion like this cannot happen too soon. There will be a number of discussions. First of all, as to what those numbers are going to be, are they or are they not going to get relief and what is CalPERS going to send their way. And, not only being reactive to that but being proactive in the way on how they will deal with that whether it be additional economic development so these are all questions that they will continue to ask themselves and hopefully be ahead of the game so that they are not blindsided. He can certainly appreciate Council Member Rodriguez's direction. Let's not leave any rock unturned. And discuss all the alternatives that they have before them and try to keep those decisions in their control rather than wait and have somebody make those decisions for them.

Council Member Robinson stated he attended the General Membership meeting for the League of Cities and they talked about CalPERS, the same argument Mr. Tooley presented.

Mr. Tooley stated he knows Council Member Robinson has seen some of these slides.

Council Member Robinson commented that they were talking about the advantage of a trust, using a separate trust fund like a 115 trust to keep full control of how much to invest and control investments, like a rainy-day fund. He said you can pull money out and it also addresses the pension liability, and also increase your credit rating and diversify, investing and potential for greater pensions.

Mr. Tooley explained that what Council Member Robinson is talking about is an IRS Section 115 Fund. Once you put money in it, it is irrevocable. You can only use it for that purpose so you cannot pull it out. He noted that Council Member Robinson also correctly reports that by going into the Section 115 Fund, they have greater flexibility in how they make investments. That was the presentation he made a moment

ago. He added that critically maybe it's something they have to consider but his experience watching other cities make risky investments and losing hundreds of millions of dollars tells him that they should proceed with caution. He acknowledged to Council Member Robinson good catch though.

Mayor Medellin stated that the return on their investment is disappointing. Pre-2000, the return funded that liability, things were great and of course they know that nothing lasts forever but the return they are getting now is just incredible to fathom that it's really nothing. He added that who knows where that will take them in the next five to eight years. He wondered if that return will continue, will it be an uptick or something that will again make these numbers almost double.

Mr. Tooley stated that if either he or the Mayor could make that call, Warren Buffett would be calling them for advice before he calls God.

Mayor Medellin thanked Mr. Grim Reaper for that workshop. They really appreciate it.

Mr. Tooley commented that somehow, he knew that was coming.

Mayor Medellin noted that Mr. Tooley wore black as well. He thanked Mr. Tooley again.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the General Membership meeting for the League of Cities.

Council Member Robinson reported that he attended the Monroe Anti-Graffiti along with the Mayor and Councilman Oliver.

Council Member Robinson reported that today he attended a meeting at Fresno State with the veterans on agriculture careers. He noted that it was very insightful.

Mayor Pro Tem Foley Gallegos reported that she got to take a tour with the Chief Building Official Mr. Woodworth. She saw their beautiful almond processing plant being built near the airport by Span. She noted that it was a really interesting tour they got to take with the site superintendent and the engineer. She thanked Mr. Woodworth for that time.

Mayor Pro Tem Foley Gallegos reported that on April 26th CAPMC (Community Action Partnership of Madera County) is doing Denim Day for Sexual Violence Prevention and Education Campaign that hopefully they can get the word out to their City employees to wear jeans on that day. That is to help protect men and women from this disease that is going around in their nation.

Mayor Pro Tem Foley Gallegos stated she has an invitation. She advised that she is on the Business Education Committee. They are doing Salute to Education on May 11th. On that day they are going to be honoring one of their fellow City Councilman. She advised that he is going to be receiving the Friend of Education Award and that is for his volunteer efforts and services to their students at Madera Unified and in their County. That is going to be given and presented to Councilman Holley from Parkwood Elementary School.

Council Member Holley thanked them and added that they can all come.

Council Member Rigby directed his comment to Mr. Tooley or the City Clerk and stated he would like to see a workshop done by their City Transportation. He knows that they came in not too long ago. He thinks it was about 1 ½ years ago. He was kind of sitting in on MCTC (Madera County Transportation Commission) today. He thinks that is something he would like to see happen in the near future whether it be from MAX but to kind of talk about how the bus systems are running.

Mr. Tooley asked if there is interest from MCTC or from City staff.

Council Member Rigby stated staff will be fine.

Mr. Tooley asked if there are any particular areas or primarily the transportation (transit) system itself.

Council Member Rigby stated he wants to see it from top to bottom.

Council Member Holley stated he is still stung over here. He thanked Council Member Foley Gallegos for recognizing that.

Council Member Holley stated that on May 6th he and Council Member Robinson will be honored at BAPAC (Black American Political Association of California) which is Black Political Advocate in Fresno to recognize all African American Elected Officials at a Gala in Fresno. He wanted everyone to know that his colleague at the far end and himself are really honored to be recognized by such a great organization. He added that other than that, things are going smooth.

Council Member Rodriguez apologized to Councilwoman Foley Gallegos for walking out on him. He noted that it is a bad thing when you drink water and it is kind of chilly. He apologized for missing her presentation.

Council Member Rodriguez reported that he had an opportunity to attend the anti-graffiti at Lincoln Elementary alongside their Mayor and Supervisor Robert Poythress. He will tell them that this is the first event that he attends. He thinks it is an excellent program. He wants to commend his colleagues for all their past efforts in promoting this. He thinks it is great. These kids were very attentive and actually this is where you catch them early. He stated that honestly, the presentation that was done there is just amazing how these kids react to the presentation and how they must have seen someone that was acting as a graffiti person. It was exciting to see that and he thanked them again.

Council Member Rodriguez stated he knows they talk about the cannabis a lot. He does want to assure them that he does not hold a marijuana card and he does not have six plants in his house. He wanted to throw that out there.

Mayor Medellin commented that the graffiti program has just been outstanding when they go out to different schools. He added that actually, they are going to go to every single elementary school at Madera Unified and talk to third graders. But he does have to say that normally they start in the cafeteria and then do a demonstration outside and more cafeterias than not have fresh fruits and vegetables through a program that he knows that Madera County assists with along with Madera Unified. He added that again, keep up those efforts.

Mayor Medellin referred to the Transportation Committee meeting that they had today. Today was their annual Unmet Needs with transportation which included the County. They have people that use their transportation system, the Dial A Ride and the MAX (Madera Area Express). There were a few kudos but some questions and concerns through those people that use their services. He thinks it is a great idea to maybe come before the Council and educate them as to how their system works and how they can better that system if at all.

Mayor Medellin stated he was approached a month and a half or so ago with some local pastors, mainly pastors in Madera that have mainly Spanish speaking congregations. They were really, really concerned

over their new administration over the Health, Safety, and Welfare of their congregation. They reached out to him and Supervisor Max Rodriguez. In turn, he reached out to their Chief of Police and Supervisor Rodriguez reached out to their Sheriff. This last Monday they were able to get together with a number of pastors that had a lot of questions regarding immigration, immigration status and things like that here in Madera and even some neighboring cities. He wants to thank the Chief personally for actually arranging an ICE (Immigration and Customs Enforcement) agent from Fresno to come meet with them and the pastors last week. He added that Commander Lawson was there as well as the District Attorney and Sheriff Jay Varney who also brought another employee with him. That outreach was just incredible that they were able to partner and sit in the same room and comfort them and at the same time explain just what the law is. The pastors called him the next day and just really couldn't thank him enough for those efforts to answer those questions and kind of put some of the tension at ease if you will. He thanked Chief Frazier and Commander Lawson for their efforts and their willingness to reach out and answer those questions and make a number of residents here in Madera feel a little more comfortable and safe. He added that that trust is invaluable.

Council Member Holley gave a shout out to his friend from the School Board Ed McIntyre for coming out and joining them this evening. He is glad to have him in their presence. He hopes Trustee McIntyre learned a lot and stated he is always welcome.

G. CLOSED SESSION

There are no items for closed session.

SPECIAL MEETING – Mayor Medellin moved to the special meeting agenda.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will now adjourn to closed session pursuant to Government Code Section 54956.8 to discuss real property negotiators as described under item G-2.

The Council adjourned to closed session at 7:35 p.m.

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

Property 1: 4 Parcels

LEWIS HELEN F TR ETAL APN: 013-050-007, 013-050-008, 013-050-009,
013-050-010

Agency Negotiators: David Tooley, David Merchen

Negotiating Parties: Sheila Urbanek & Joel Mazmanian Representing Lewis Helen F
Tr. Etal

Under Negotiations: Price and Terms

Property 2: 2 Parcels

MCINTYRE EDWARD J & GAIL ETAL APN: 013-200-012, 013-200-013

Agency Negotiators: David Tooley, David Merchen

Negotiating Parties: Edward and Gail McIntyre

Under Negotiations: Price and Terms

Property 3: 1 Parcel

MCINTYRE EDWARD J & GAIL ETAL APN: 013-200-015
Agency Negotiators: David Tooley, David Merchen
Negotiating Parties: Edward and Gail McIntyre
Under Negotiations: Price and Terms

Property 4: 2 Parcels

SCHULTZ, WILLIAM & GLORIA APN: 013-270-016, 013-270-017
Agency Negotiators: David Tooley, David Merchen
Negotiating Parties: Buk Wagner Representing William & Gloria Schultz
Under Negotiations: Price and Terms

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 8:18 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54956.8 to discuss real property negotiators as described under item G-2 and reported that no reportable action was taken.

ADJOURNMENT

The special and regular meetings were adjourned by Mayor Medellin at 8:18 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

Council Meeting Of February 7th, 2018
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 02/07/2018

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

January 9th, 2018 to January 29th, 2018

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

| | | | |
|------------------|------------------------------|----|--------------|
| General Warrant: | 16139-16389 | \$ | 1,680,766.76 |
| Wire Transfer | Union Bank Payroll and Taxes | \$ | 1,035,100.43 |
| Wire Transfer | SDI | \$ | 3,103.80 |
| Wire Transfer | Cal Pers | \$ | - |

Respectfully submitted,



Tim Przybyla
Financial Services Director

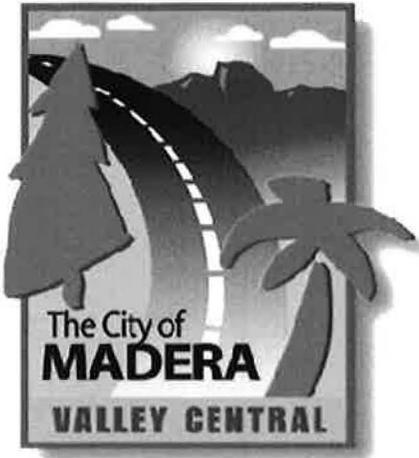
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
January 29th, 2018

| CHECK | PAY DATE | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|---|---|-----------|
| 16139 | 01/16/2018 | ACRO SERVICE CORPORATION | TEMPORARY DRAFTSMAN: SHAWN GAR | 3,408.48 |
| 16140 | 01/16/2018 | AKEL ENGINEERING GROUP, INC. | PROFESSIONAL ENGINEERING SERVICE | 48,804.93 |
| 16141 | 01/16/2018 | AMERICAN BUSINESS MACHINES | COPIER CONTRACT 12/17 | 180.00 |
| 16142 | 01/16/2018 | AMERICAN MOBILE SHREDDING | SHREDDING SERVICES | 280.00 |
| 16143 | 01/16/2018 | BARBER, LAWSON | REFUND DEPOSIT FOR HANGAR #56 | 150.00 |
| 16144 | 01/16/2018 | BRUNGESS, LARRY | REFUND DEPOSIT FOR HANGAR #7 | 135.00 |
| 16145 | 01/16/2018 | ARNOLD, JOSIAH | PER DIEM NSSF SHOT SHOW | 352.00 |
| 16146 | 01/16/2018 | AT&T | PD PRIVATE LINE SVS 12/19 - 01/18 | 374.44 |
| 16147 | 01/16/2018 | AT&T | 12/17 CALNET 3 SVS 9391026404 | 1,014.24 |
| 16148 | 01/16/2018 | AT&T | 12/17 CALNET 3 SVS 9391031580 | 2,892.89 |
| 16149 | 01/16/2018 | CALIFORNIA CLIMATE CONTROL, INC. | HVAC MAINTENANCE - CITY HALL | 270.00 |
| 16150 | 01/16/2018 | CALIFORNIA CLIMATE CONTROL, INC. | HVAC MAINTENANCE - PAN AM CENTER | 438.86 |
| 16151 | 01/16/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | FINGERPRINT APPS | 32.00 |
| 16152 | 01/16/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | FINGERPRINT APPS - WWTP | 32.00 |
| 16153 | 01/16/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | FINGERPRINT APPS | 209.00 |
| 16154 | 01/16/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | MISCELLANEOUS SERVICES JUL - SEP | 1,876.98 |
| 16155 | 01/16/2018 | CALIFORNIA DEPARTMENT OF TRANSPORTATION | SHARED COSTS | 69.60 |
| 16156 | 01/16/2018 | CALIFORNIA DEPARTMENT OF TRANSPORTATION | SHARED COSTS | 214.51 |
| 16157 | 01/16/2018 | CHIARAMONTE, GIACHINO | PER DIEM NSSF SHOT SHOW | 256.00 |
| 16158 | 01/16/2018 | CITY OF MADERA | TOILET REBATE - APPLY TO ACCT 9918085 | 88.00 |
| 16159 | 01/16/2018 | CITY OF MADERA | TOILET REBATE - APPLY TO ACCT 7801101 | 100.00 |
| 16160 | 01/16/2018 | CITY OF MADERA | MULCH REBATE APPLY TO ACCT 7050002 | 100.00 |
| 16161 | 01/16/2018 | CITY OF MADERA | TOILET REBATE - APPLY TO ACCT 9918195 | 195.00 |
| 16162 | 01/16/2018 | CITY OF MADERA | DISHWASHER REBATE - APPLY TO ACCT 8570252 | 200.00 |
| 16163 | 01/16/2018 | CITY OF MADERA | CLOTHES WASHER REBATE - APPLY TO ACCT 9918321 | 200.00 |
| 16164 | 01/16/2018 | CITY OF MADERA | DISHWASHER REBATE - APPLY TO ACCT 8597107 | 200.00 |
| 16165 | 01/16/2018 | CITY OF MADERA | CLOTHES WASHER REBATE - APPLY TO ACCT 9892243 | 200.00 |
| 16166 | 01/16/2018 | CITY OF MADERA | CLOTHES WASHER REBATE - APPLY TO ACCT 9891541 | 200.00 |
| 16167 | 01/16/2018 | CITY OF MADERA | DISHWASHER REBATE - APPLY TO ACCT 9921886 | 200.00 |
| 16168 | 01/16/2018 | CITY OF MADERA | TOILET REBATE - APPLY TO ACCT 9519152 | 276.00 |
| 16169 | 01/16/2018 | CNA SURETY | BOND- DEPUTY CITY CLERK | 100.00 |
| 16170 | 01/16/2018 | CREATIVE COPY | SENIOR MAX TICKETS | 844.45 |
| 16171 | 01/16/2018 | CROWN SERVICES CO. | PORTABLE RESTROOM RENTAL - WASTE TIRE AMNESTY | 230.00 |
| 16172 | 01/16/2018 | CS & FD MEDICAL WASTE DISPOSAL | MEDICAL WASTE REMOVAL PICK UP: 12/27/17 | 139.00 |
| 16173 | 01/16/2018 | DIAMOND COMMUNICATIONS | PAN AM ALARM MONITORING - FEB | 26.00 |
| 16174 | 01/16/2018 | DIAMOND COMMUNICATIONS | DOWNLOAD FEE | 35.00 |
| 16175 | 01/16/2018 | DIAMOND COMMUNICATIONS | SECURITY ALARM MONITORING DEC-FEB | 255.00 |
| 16176 | 01/16/2018 | DIAMOND COMMUNICATIONS | WWTP SECURITY ALARM MONITORING | 540.00 |
| 16177 | 01/16/2018 | EBIX, INC. | COMPWATCH ANNUAL SVS | 440.00 |
| 16178 | 01/16/2018 | ECN POLYGRAPH AND INVESTIGATIONS | POLYGRAPH FOR PD RECRUITMENTS | 200.00 |
| 16179 | 01/16/2018 | ESTEVEZ, BRIAN | PER DIEM NSSF SHOT SHOW | 352.00 |
| 16180 | 01/16/2018 | EVERBRIDGE, INC. | Nixle Engage 11/30/17 - 11/29/18 | 3,862.79 |
| 16181 | 01/16/2018 | FIRST TRANSIT INC. | FIRST TRANSIT NOVEMBER 2017 | 74,929.08 |
| 16182 | 01/16/2018 | FORENSIC NURSE SPECIALISTS, INC. | FRESNO SART | 1,400.00 |
| 16183 | 01/16/2018 | FRAZIER, STEVE | PER DIEM NSSF SHOT SHOW | 352.00 |
| 16184 | 01/16/2018 | GOLDEN STATE FLOW MEASUREMENT INC. | BATTERY FOR PROGRAMMER | 149.36 |
| 16185 | 01/16/2018 | INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE | MEMBER NO. 2105143 - LAWSON / 2018 | 150.00 |
| 16186 | 01/16/2018 | INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE | MEMBER NO. 2105144 - CHIARAMONTE / 2018 | 150.00 |
| 16187 | 01/16/2018 | INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE | MEMBER NO. 2105142 - ESTEVES / 2018 | 150.00 |
| 16188 | 01/16/2018 | KER'S GAS & LUBE, INC. | PD CAR WASHES | 231.00 |
| 16189 | 01/16/2018 | LANGUAGE LINE SERVICES, INC. | TRANSLATION SERVICES | 13.27 |
| 16190 | 01/16/2018 | LEE'S CONCRETE | CONCRETE POUR | 1,076.00 |
| 16191 | 01/16/2018 | MADERA CLEANERS AND LAUNDRY INC. | YOUTH CENTER MAT SERVICE | 64.60 |
| 16192 | 01/16/2018 | MADERA HONDA SUZUKI | MOUNT AND BALANCE FRONT AND REAR TIRES 2014 HONDA | 954.85 |
| 16193 | 01/16/2018 | MADERA RADIO DISPATCH, INC. | TOWER RENT | 310.24 |
| 16194 | 01/16/2018 | MADERA TRIBUNE | P.C. NOTICE JAN. | 81.00 |
| 16195 | 01/16/2018 | MADERA UNIFORM & ACCESSORIES | UNIFORMS FOR POLICE DEPARTMENT | 316.30 |
| 16196 | 01/16/2018 | MNJ TECHNOLOGIES DIRECT, INC. | Surface | 10,916.49 |
| 16197 | 01/16/2018 | MOTOROLA SOLUTIONS INC. | Motorola radio APX5800 | 10,216.03 |
| 16198 | 01/16/2018 | BERDEJO, ROSALIA | REFUND OVERPAYMENT ON CITE #34907 | 10.00 |
| 16199 | 01/16/2018 | PACIFIC GAS & ELECTRIC | 12/17 SVS 1598348280-1 | 65.72 |
| 16200 | 01/16/2018 | BARRIGA, JESUS | FACILITY DEPOSIT REFUND | 250.00 |
| 16201 | 01/16/2018 | CASELLA, GENEVA | FACILITY DEPOSIT REFUND | 100.00 |
| 16202 | 01/16/2018 | CENTRAL CALIFORNIA SOCCER ALLIANCE | FIELD DEPOSIT REFUND | 50.00 |
| 16203 | 01/16/2018 | CRECENT VIEW SOUTH CHARTER HIGH SCHOOL | FACILITY DEPOSIT REFUND | 150.00 |
| 16204 | 01/16/2018 | GUDINO, VICKY | FIELD DEPOSIT REFUND | 50.00 |
| 16205 | 01/16/2018 | HERNANDEZ, MICHELLE | FACILITY DEPOSIT REFUND | 100.00 |
| 16206 | 01/16/2018 | HYATT, CHANICE | SPORT CANCELLATION | 45.00 |
| 16207 | 01/16/2018 | IGLESIA GETSEMANI | PARK DEPOSIT REFUND | 50.00 |

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| 16208 | 01/16/2018 | JIMENEZ, LILIANA | PARK DEPOSIT REFUND | 50.00 |
| 16209 | 01/16/2018 | LOPEZ, CHRISTINA | PARK DEPOSIT REFUND | 50.00 |
| 16210 | 01/16/2018 | LOZANO, LISA | FACILITY DEPOSIT REFUND | 50.00 |
| 16211 | 01/16/2018 | MADERA COMMUNITY YOUTH FOOTBALL & CHEER | PARK DEPOSIT REFUND | 50.00 |
| 16212 | 01/16/2018 | MARTINEZ, LORENZO | FACILITY DEPOSIT REFUND | 1,536.00 |
| 16213 | 01/16/2018 | MONTOYA, VERONICA | PARK DEPOSIT REFUND | 165.00 |
| 16214 | 01/16/2018 | RAMIREZ-HERNANDEZ, JULIO | PARK DEPOSIT REFUND | 50.00 |
| 16215 | 01/16/2018 | RODRIGUEZ, NORMA | PARK DEPOSIT REFUND | 50.00 |
| 16216 | 01/16/2018 | UNITED DOMESTIC WORKERS OF AMERICA | PARK DEPOSIT REFUND | 50.00 |
| 16217 | 01/16/2018 | ZURITA, BIANCA | PARK DEPOSIT REFUND | 50.00 |
| 16218 | 01/16/2018 | PRAXAIR DISTRIBUTION, INC. | CYLINDER DEMURRAGE RENTAL | 501.90 |
| 16219 | 01/16/2018 | PROVOST & PRITCHARD CONSULTING GROUP | PROFESSIONAL ENGINEERING DESIGN | 184.70 |
| 16220 | 01/16/2018 | PROVOST & PRITCHARD CONSULTING GROUP | PREPARATION OF WATER QUALITY ASSESSMENT | 3,000.00 |
| 16221 | 01/16/2018 | SERVICEMASTER BY J&C BROWN | JANITORIAL SERVICE JANUARY 2018 | 13,860.90 |
| 16222 | 01/16/2018 | U.S. BANK | INTEREST PAYMENT AGREEMENT - A/C# 207877000 | 110,353.45 |
| 16223 | 01/16/2018 | TECHNICON ENGINEERING SVCS., INC. | ON-CALL SERVICES FOR TESTING | 3,392.00 |
| 16224 | 01/16/2018 | TEMPLE CONSULTING GROUP, LTD | 2018 MAIS SOFTWARE FINANCIAL SOFTWARE SVS | 8,400.00 |
| 16225 | 01/16/2018 | TESEI PETROLEUM INC. | FUEL | 524.48 |
| 16226 | 01/16/2018 | TESEI PETROLEUM, INC. | FUEL CHARGES 12/21-12/31 | 9,622.52 |
| 16227 | 01/16/2018 | THYSSENKRUPP ELEVATOR CORPORATION | YOUTH CENTER ELEVATOR SERVICE - JAN | 258.96 |
| 16228 | 01/16/2018 | TRANSUNION RISK & ALTERNATIVE DATA SOL. | DATABASE ACCESS DECEMBER 2017 | 111.00 |
| 16229 | 01/16/2018 | ALONZO LUISA A | Utility Billing Credit Refund | 7.25 |
| 16230 | 01/16/2018 | BAKER BRANDON OR CITY OF MADERA | Utility Billing Credit Refund | 150.00 |
| 16231 | 01/16/2018 | BEAU BENEDIX | Utility Billing Deposit Refund | 96.04 |
| 16232 | 01/16/2018 | BIANCHI BRANDY | Utility Billing Credit Refund | 21.22 |
| 16233 | 01/16/2018 | CANNON MICHELLE RODIA | Utility Billing Credit Refund | 151.99 |
| 16234 | 01/16/2018 | ELARCO MARILYN | Utility Billing Credit Refund | 141.68 |
| 16235 | 01/16/2018 | ESTRADA CONNIE R | Utility Billing Deposit Refund | 7.92 |
| 16236 | 01/16/2018 | GARCIA ALEJANDRO OR CITY OF MADERA | Utility Billing Credit Refund | 151.04 |
| 16237 | 01/16/2018 | GARCIA GABRIELA AND ARGUELLO NOE | Utility Billing Deposit Refund | 1.57 |
| 16238 | 01/16/2018 | HAMMELL STEPHANIE OR CITY OF MADERA | Utility Billing Credit Refund | 61.11 |
| 16239 | 01/16/2018 | HANSON TERRY C/O NEWTON PROPERTY MANAGEMENT | Utility Billing Deposit Refund | 24.89 |
| 16240 | 01/16/2018 | HERNANDEZ MARGARITA | Utility Billing Deposit Refund | 2.97 |
| 16241 | 01/16/2018 | KINGS EQUIPMENT CO A DIVISION OF QUALITY MACHINERY | Utility Billing Credit Refund | 824.15 |
| 16242 | 01/16/2018 | LEMON ALEX III AND ERICA ALICIA OR CITY OF MADERA | Utility Billing Credit Refund | 151.33 |
| 16243 | 01/16/2018 | MARTINEZ ANGELA | Utility Billing Credit Refund | 53.92 |
| 16244 | 01/16/2018 | MONTES ALMA | Utility Billing Credit Refund | 60.79 |
| 16245 | 01/16/2018 | MORALES ALICIA | Utility Billing Deposit Refund | 2.72 |
| 16246 | 01/16/2018 | MURILLO ROBERT | Utility Billing Credit Refund | 185.68 |
| 16247 | 01/16/2018 | OCHOA MARIA V | Utility Billing Credit Refund | 132.04 |
| 16248 | 01/16/2018 | PARTIDA KARLA | Utility Billing Credit Refund | 151.54 |
| 16249 | 01/16/2018 | REYES MURILLO CECILIA | Utility Billing Credit Refund | 96.79 |
| 16250 | 01/16/2018 | RIOS PASCUALA | Utility Billing Credit Refund | 144.20 |
| 16251 | 01/16/2018 | RODRIGUEZ ZAMORA PATRICIA | Utility Billing Credit Refund | 61.21 |
| 16252 | 01/16/2018 | SANTOS ANACLETO SERGIO | Utility Billing Credit Refund | 190.54 |
| 16253 | 01/16/2018 | TERRAZAS BIANCA C/O FOX POROPERTY MANAGEMENT | Utility Billing Deposit Refund | 57.09 |
| 16254 | 01/16/2018 | VARGAS JAIME AND LORRAINE | Utility Billing Credit Refund | 139.43 |
| 16255 | 01/16/2018 | WILLBERG SHELLY OR CITY OF MADERA | Utility Billing Credit Refund | 29.91 |
| 16256 | 01/16/2018 | UNION PACIFIC RAILROAD CO. | COST INCURRED FOR PLAN REVIEW FOR SIDEWALK - NOV | 237.07 |
| 16257 | 01/16/2018 | VERIZON WIRELESS | COUNCIL IPAD SVC NOV 11 - DEC 10 | 418.11 |
| 16258 | 01/16/2018 | VILLA GARDENING SERVICE INC | DECEMBER GARDENING SVS | 275.00 |
| 16259 | 01/16/2018 | WEST COAST ARBORISTS, INC. | PARK TREE MAINTENANCE 09/16/17-09/30/17 LMD ZONE12 | 5,400.00 |
| 16260 | 01/16/2018 | ZEE MEDICAL SERVICE CO. | MEDICAL SUPPLIES | 69.65 |
| 16261 | 01/19/2018 | ADMINISTRATIVE SOLUTIONS INC. | CITY PAID RETIREE PRESCRIPTION BILL 02/18 - SKEELS | 169.80 |
| 16262 | 01/19/2018 | ARAMARK UNIFORM SERVICES | 12/17 UNIFORM SERVICES | 3,953.00 |
| 16263 | 01/19/2018 | AT&T | 12/17 CALNET 3 SVS 9391026399 | 60.75 |
| 16264 | 01/19/2018 | ASSURANCE FIRE PROTECTION | REFUND DIFFERENCE FOR FEE INCREASE ON PERMITS | 214.60 |
| 16265 | 01/19/2018 | FIRST PRIORITY FUNDING LLC | CUP 2015-36 & VAR 2015-04 CANCELLED - REFUND FEES | 2,675.00 |
| 16266 | 01/19/2018 | CALIFORNIA COMMUNITY FOUNDATION | ASSET FORFEITURE SUMMIT REGISTRATION | 149.00 |
| 16267 | 01/19/2018 | CALIFORNIA COMMUNITY FOUNDATION | ASSET FORFEITURE SUMMIT REGISTRATION | 149.00 |
| 16268 | 01/19/2018 | CALIFORNIA DISTRICT ATTORNEY'S ASSOC | STATE GENERAL FUND 97010 ACCT 206144 | 34.14 |
| 16269 | 01/19/2018 | CALIFORNIA CHAMBER OF COMMERCE | LABOR LAW POSTERS | 56.18 |
| 16270 | 01/19/2018 | CITY OF MADERA | MISAPPLIED PAYMENT TO UB ACT - APPLY TO A/R #18915 | 25.00 |
| 16271 | 01/19/2018 | CITY OF MADERA | 01/18 UTILITIES ACCT# 003040421-6 | 53.47 |
| 16272 | 01/19/2018 | CITY OF MADERA | 01/18 UTILITIES ACCT# 003040431-8 | 86.34 |
| 16273 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 9908769 | 100.00 |
| 16274 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 9891768 | 100.00 |
| 16275 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 9917001 | 100.00 |
| 16276 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 9914078 | 195.26 |
| 16277 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 9912096 | 200.00 |
| 16278 | 01/19/2018 | CITY OF MADERA | DISWASHER REBATE APPLY TO ACCOUNT 9894602 | 200.00 |
| 16279 | 01/19/2018 | CITY OF MADERA | DISWASHER REBATE APPLY TO ACCOUNT 9906503 | 200.00 |
| 16280 | 01/19/2018 | CITY OF MADERA | CLOTHES WASHER REBATE - APPLY TO ACCT 9631222 | 200.00 |

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| 16281 | 01/19/2018 | CITY OF MADERA | 01/18 UTILITIES ACCT# 003040441-0 | 286.75 |
| 16282 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 4453029 | 390.52 |
| 16283 | 01/19/2018 | CITY OF MADERA | TOILET REBATE APPLY TO ACCOUNT 9909261 | 390.52 |
| 16284 | 01/19/2018 | COLONIAL LIFE & ACCIDENT INSURANCE CO | E700482-3 FOR 12/29/2017 PAYROLL | 1,042.57 |
| 16285 | 01/19/2018 | CONCENTRA MEDICAL CENTERS | DOT TESTING | 61.50 |
| 16286 | 01/19/2018 | CORELOGIC INFORMATION SOLUTIONS INC | METRO SCAN 12/17 | 150.00 |
| 16287 | 01/19/2018 | CORELOGIC INFORMATION SOLUTIONS INC | REALQUEST 12/17 | 195.50 |
| 16288 | 01/19/2018 | DATAPROSE, LLC | DECEMBER 2017 STATEMENTS/ NEWLETTER/ 48HR | 9,585.99 |
| 16289 | 01/19/2018 | FIRE SAFETY SOLUTIONS, LLC | FIRE PROTECTION ENG SVS 01/01/18-01/15/18 | 9,093.75 |
| 16290 | 01/19/2018 | MADERA CO. ENVIRONMENTAL HEALTH DEPT | WWTP OPERATING PERMIT FEES | 372.80 |
| 16291 | 01/19/2018 | MADERA COUNTY | STATE GENERAL FUND 97010 ACCT 206144 | 819.39 |
| 16292 | 01/19/2018 | MADERA COUNTY DISTRICT ATTORNEY | ORG KEY 57760 ACCT 601000 | 341.41 |
| 16293 | 01/19/2018 | MADERA COUNTY DISTRICT ATTORNEY | ORG KEY 03510 ACCT 673903 | 531.97 |
| 16294 | 01/19/2018 | MADERA POLICE DEPARTMENT | ASSET FORFEITURE DISTRIBUTION | 512.12 |
| 16295 | 01/19/2018 | MADERA POLICE DEPARTMENT | ASSET FORFEITURE DISTRIBUTION | 1,707.05 |
| 16296 | 01/19/2018 | MADERA TRIBUNE | ADVERTISEMENT FOR RFP #201718-06 | 225.80 |
| 16297 | 01/19/2018 | MADERA UNIFIED SCHOOL DISTRICT | CNG FUEL CHARGES DEC 2017 - TRANSIT | 325.58 |
| 16298 | 01/19/2018 | MUNISERVICES, LLC | BUS LIC AUDIT FOR PERIOD ENDING 12/31/17 | 1,177.73 |
| 16299 | 01/19/2018 | N.P.C.-ORCHARD TRUST COMPANY | PLAN #340227-02 FOR 12/29/2017 PAYROLL | 2,166.68 |
| 16300 | 01/19/2018 | N.P.C.-ORCHARD TRUST COMPANY | PLAN #340227-01 FOR 12/29/17 PAYROLL | 10,280.90 |
| 16301 | 01/19/2018 | NOLAN MCGUIRE CONSTRUCTION | 14-CalHome-9862 218 S. K St. | 7,597.00 |
| 16302 | 01/19/2018 | JONES, PHILIP | TURF REPLACEMENT REBATE | 2,000.00 |
| 16303 | 01/19/2018 | POWELL, DIANA | TURF REPLACEMENT REBATE | 3,000.00 |
| 16304 | 01/19/2018 | RODRIGUEZ, ISRAEL | TURF REPLACEMENT REBATE | 1,000.00 |
| 16305 | 01/19/2018 | PACIFIC GAS & ELECTRIC | 12/17 SVS 5207933925-6 | 17,351.10 |
| 16306 | 01/19/2018 | PREDPOL, INC | 3 Years of Predictive Policing | 29,700.00 |
| 16307 | 01/19/2018 | STATE WATER RESOURCES CONTROL BOARD | LARGE WATER SYSTEM FEES 07/1/17- 12/31/17 | 18,904.00 |
| 16308 | 01/19/2018 | STATE WATER RESOURCES CONTROL BOARD | LARGE WATER SYSTEM FEES 01/01/18- 06/30/18 | 18,904.00 |
| 16309 | 01/19/2018 | STATE WATER RESOURCES CONTROL BOARD | DISTRIBUTION OPERATOR EXAM FEE D1 - MICHAEL FELIPE | 50.00 |
| 16310 | 01/19/2018 | STATE WATER RESOURCES CONTROL BOARD | APP FEES FOR TREATMENT 1 EXAM - MARTIN MENDOZA | 50.00 |
| 16311 | 01/19/2018 | TAG/AMS, INC. | ANNUAL RENEWAL | 287.00 |
| 16312 | 01/19/2018 | TESEI PETROLEUM INC. | FUEL CHARGES 01/01-01/10/18 | 12,003.21 |
| 16313 | 01/19/2018 | DE LA CRUZ EDUARDO | Utility Billing Credit Refund | 128.62 |
| 16314 | 01/19/2018 | US BANK CORPORATE PAYMENT SYSTEMS | 12/17 CAL-CARD CHARGES | 132,317.10 |
| 16315 | 01/19/2018 | VANTAGEPOINT TRANSFER AGENTS-457 | PLAN #302351 CONTRIBS FOR 12/29/17 PAYROLL | 24,978.53 |
| 16316 | 01/26/2018 | ACRO SERVICE CORPORATION | TEMPORARY DRAFTSMAN: SHAWN GAR | 3,408.48 |
| 16317 | 01/26/2018 | ADMINISTRATIVE SOLUTIONS INC. | CITY PAID RETIREE MEDICAL BILL FEBRUARY 2018 | 1,693.09 |
| 16318 | 01/26/2018 | AMERICAN BUSINESS MACHINES | COPIER LEASE AGREEMENT JANUARY 2018 | 774.06 |
| 16319 | 01/26/2018 | COBURN, SHAWN | REFUND OVERPAYMENT ON ACCT MADE ON 09/15/11 | 150.00 |
| 16320 | 01/26/2018 | DEAN, MARK | REFUND OVERPAYMENT ON ACCT MADE ON 11/28/12 | 130.00 |
| 16321 | 01/26/2018 | DEMO UNLIMITED INC | REFUND OVERPAYMENT ON ACCT MADE ON 04/30/12 | 65.16 |
| 16322 | 01/26/2018 | DIAZ, MARK A AND SHAUNA B | REFUND OVERPAYMENT ON ACCT MADE ON 03/13/17 | 730.00 |
| 16323 | 01/26/2018 | JOE SAUBERT INC | REFUND OVERPAYMENT ON ACCT MADE ON 07/25/16 | 61.99 |
| 16324 | 01/26/2018 | JOSEPH CROWN CONSTRUCTION | REFUND OVERPAYMENT ON ACCT MADE ON 10/08/15 | 31.76 |
| 16325 | 01/26/2018 | MADERA CEMENTARY DISTRICT | REFUND OVERPAYMENT ON ACCT MADE ON 03/03/17 | 54.73 |
| 16326 | 01/26/2018 | MONTEREY MECHANICAL | REFUND OVERPAYMENT ON ACCT MADE ON 05/07/14 | 20.00 |
| 16327 | 01/26/2018 | MORALES, OSCAR CAMPOS | REFUND OVERPAYMENT ON ACCT MADE ON 02/21/17 | 81.00 |
| 16328 | 01/26/2018 | PRECISION SAMPLING INC | REFUND OVERPAYMENT ON ACCT MADE ON 12/19/11 | 16.05 |
| 16329 | 01/26/2018 | ROSENBALM ROCKERY | REFUND OVERPAYMENT ON ACCT MADE ON 12/29/15 | 114.55 |
| 16330 | 01/26/2018 | RUSCONI, DARREN | REFUND OVERPAYMENT ON ACCT MADE ON 12/17/12 | 88.75 |
| 16331 | 01/26/2018 | S & S HELICOPTERS | REFUND OVERPAYMENT ON ACCT MADE ON 10/12/12 | 354.03 |
| 16332 | 01/26/2018 | SANDOVAL, MARIA | REFUND OVERPAYMENT ON ACCT MADE ON 02/10/17 | 20.00 |
| 16333 | 01/26/2018 | THE HATCH GROUP, INC | REFUND OVERPAYMENT ON ACCT MADE ON 12/04/13 | 250.24 |
| 16334 | 01/26/2018 | TMC-CA, INC | REFUND OVERPAYMENT ON ACCT MADE ON 07/18/14 | 55.00 |
| 16335 | 01/26/2018 | WITRADO, CHARLIE | REFUND OVERPAYMENT ON ACCT MADE ON 02/09/12 | 110.00 |
| 16336 | 01/26/2018 | AT&T | 12/17 CALNET 3 SVS 9391026403 | 179.45 |
| 16337 | 01/26/2018 | ECKER RONALD ALAN & EVELYN SUE | REFUND OVERPAYMENT FOR PERMIT # 20170718 | 149.81 |
| 16338 | 01/26/2018 | SARBHIT KAUR | REFUND SIGN PERMIT FEES | 146.00 |
| 16339 | 01/26/2018 | SOLAR CITY | REFUND EXPRESS PLAN CHECK SERVICE | 180.81 |
| 16340 | 01/26/2018 | BSK ASSOCIATES | WWTP PERMIT COMPLIANCE LAB 12/27/17 | 39.00 |
| 16341 | 01/26/2018 | BURLESON, LACY | EDUCATION REIMBURSEMENT | 1,800.00 |
| 16342 | 01/26/2018 | CALIFORNIA DEPARTMENT OF TRANSPORTATION | SHARED COSTS | 4,452.08 |
| 16343 | 01/26/2018 | CHIARAMONTE, GIACHINO | PER DIEM NSSF SHOT SHOW | 352.00 |
| 16344 | 01/26/2018 | COLGAN CONSULTING CORPORATION | Professional Services Related | 3,975.00 |
| 16345 | 01/26/2018 | COMCAST | CITY INTERNET CONNECTION 01/15- 02/14/18 | 1,372.25 |
| 16346 | 01/26/2018 | COMMUNITY ACTION PRTRNSHP OF MADERA CO | REIMB FOR 17/18 2ND QTR EXPENSES-CONTINUUM OF CARE | 4,554.42 |
| 16347 | 01/26/2018 | CREATIVE COPY | TRANSIT TICKETS | 394.12 |
| 16348 | 01/26/2018 | DER MANOUEL INSURANCE & FINANCIAL SVCS | ANNUAL CONSULTING FEE JULY- DECEMBER 2017 | 9,024.68 |
| 16349 | 01/26/2018 | EUROFINS EATON ANALYTICAL, INC. | WATER SAMPLES | 594.00 |
| 16350 | 01/26/2018 | FIRST TRANSIT INC. | FIRST TRANSIT DECEMBER 2017 | 71,715.03 |
| 16351 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16352 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16353 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |

| | | | | |
|-------|------------|--|--|--------------|
| 16354 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16355 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16356 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16357 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16358 | 01/26/2018 | FOLSOM LAKE FORD | 2017 Ford PD Interceptor SUV | 32,712.20 |
| 16359 | 01/26/2018 | GUARDIAN WESTERN SWEEPING INC. | MONTHLY POWER SWEEPING - INTERMODAL | 537.00 |
| 16360 | 01/26/2018 | HARRINGTON INDUSTRIAL PLASTICS LLC | REPAIR PARTS FOR CHLORINE SYSTEM | 2,832.52 |
| 16361 | 01/26/2018 | HERC RENTALS | Misc. equipment rental | 1,586.95 |
| 16362 | 01/26/2018 | HICKMAN, JAMIE | PER DIEM WRAPP PAVEMENT PRESERVATION | 96.00 |
| 16363 | 01/26/2018 | LEANO, BIANEY | MILEAGE REIMB FOR PER DIEM TRAINING | 24.33 |
| 16364 | 01/26/2018 | MACK, ROBERT | PER DIEM WRAPP PAVEMENT PRESERVATION WORKSHOP | 96.00 |
| 16365 | 01/26/2018 | MADERA CLEANERS AND LAUNDRY INC. | YOUTH CENTER MAT SERVICE | 32.30 |
| 16366 | 01/26/2018 | MADERA COUNTY E D C | EDC COMMISSION | 43,406.40 |
| 16367 | 01/26/2018 | MADERA TRIBUNE | WWTP OPERATOR III JOB ADVERTISEMENT | 268.02 |
| 16368 | 01/26/2018 | MADERA UNIFIED SCHOOL DISTRICT | CNG FUEL CHARGES NOV 2017 - TRANSIT | 6.11 |
| 16369 | 01/26/2018 | NOLAN MCGUIRE CONSTRUCTION | 14-CalHome-9862 313 Harding St | 16,500.00 |
| 16370 | 01/26/2018 | O'DELL ENGINEERING, INC. | PW MADERA CLEVELAND AVE PARK CONCEPTUAL PLANS | 2,500.00 |
| 16371 | 01/26/2018 | PACIFIC GAS & ELECTRIC | 01/18 SVS 1619119913-8 | 143.90 |
| 16372 | 01/26/2018 | FERRIA, MARICELLA | FACILITY DEPOSIT REFUND | 100.00 |
| 16373 | 01/26/2018 | MARTINEZ, JERRY | FACILITY DEPOSIT REFUND | 100.00 |
| 16374 | 01/26/2018 | PRINCIPAL LIFE INSURANCE COMPANY | FEBRUARY 2018 DENTAL INSURANCE | 16,470.36 |
| 16375 | 01/26/2018 | REGENCE BLUECROSS BLUESHIELD OF UTAH | CITY PD RETIREE MED BILL CHUMLEY FEBRUARY 2018 | 186.00 |
| 16376 | 01/26/2018 | ROSENBAUER MINNESOTA, LLC | Fire Truck Apparatus | 246,087.00 |
| 16377 | 01/26/2018 | RRM DESIGN GROUP, A CALIFORNIA CORPORATION | PROFESSIONAL ENGINEERING DESIGN | 20,487.73 |
| 16378 | 01/26/2018 | SEBASTIAN | TROUBLESHOOT INTERMODAL CAMERA SYSTEM | 150.00 |
| 16379 | 01/26/2018 | SITE ONE LANDSCAPE SUPPLY LLC | LANDSCAPE SUPPLIES | 321.16 |
| 16380 | 01/26/2018 | SPARKLETTS | LAB & DRINKING WATER | 118.04 |
| 16381 | 01/26/2018 | STANTEC CONSULTING SERVICES INC. | CONSULTING SERVICES | 28,357.52 |
| 16382 | 01/26/2018 | TAMARACK PEST CONTROL | JANUARY 2018 PEST CONTROL SVS | 510.00 |
| 16383 | 01/26/2018 | TESEI PETROLEUM, INC. | FUEL | 3,422.19 |
| 16384 | 01/26/2018 | KLOMP WILLIAM E | Utility Billing Credit Refund | 89.69 |
| 16385 | 01/26/2018 | UNION BANK OF CALIFORNIA | DRAW FEE | 250.00 |
| 16386 | 01/26/2018 | UNITED HEALTHCARE INSURANCE COMPANY | CITY PAID UNITED HEALTH CARE JANUARY 2018 | 270,154.31 |
| 16387 | 01/26/2018 | UNITED MUNICIPAL SECURITY | CD CHARGES | 996.54 |
| 16388 | 01/26/2018 | VERIZON WIRELESS | COUNCIL IPAD SVC DEC 11 - JAN 10 | 418.11 |
| 16389 | 01/26/2018 | VERIZON WIRELESS | CITY CELL PHONE CHARGES DEC 11 - JAN 10 | 4,717.94 |
| | | | Bank # 1 - Union Bank General Account Total | 1,680,766.76 |

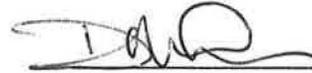


REPORT TO CITY COUNCIL

MEETING DATE: February 7, 2018

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR

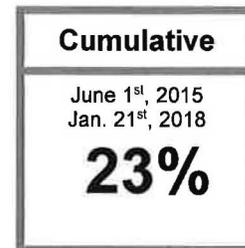
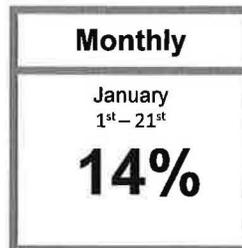

INTERIM CITY ADMINISTRATOR

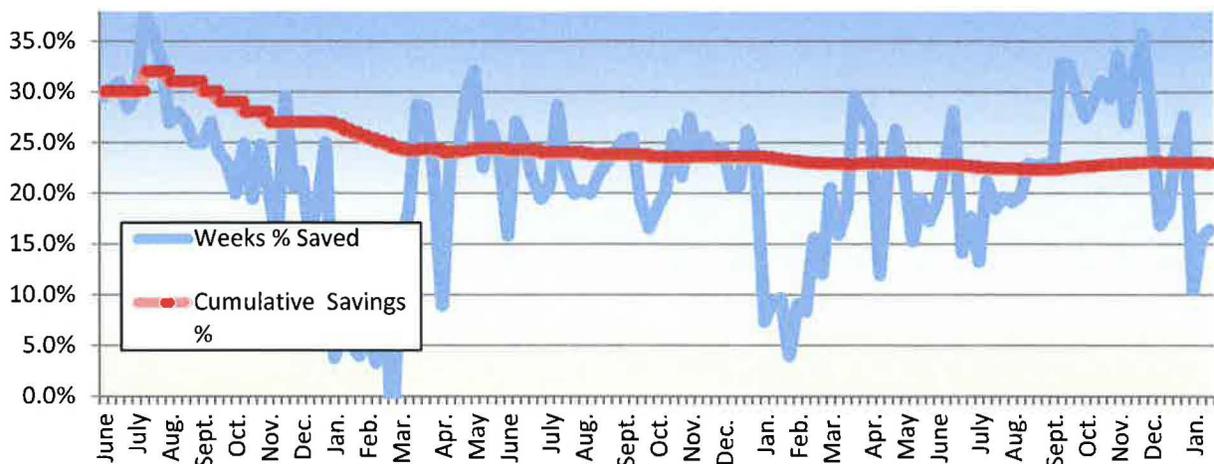
SUBJECT: Bi-Weekly Water Conservation Report for January 8th through January 21st

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

BACKGROUND: This report addresses the four different areas of focus: Water Conservation & Education, Water Patrol activity, Water Meter maintenance activities and information on the overall capacity of the water wells, the amount of production, and reserve production capacity. Unless otherwise directed by the Council, staff will transition to providing a single water conservation report each month at the first meeting of the City Council, beginning in March.

WATER CONSERVATION: As illustrated in the chart, the City's average bi-weekly water conservation rate decreased from 23.2% the last bi-weekly period to 16%. The monthly conservation rate for January 2018 is increased at 14% from 8.8% in January 2017. Below is the most current water conservation data.





WATER PATROL: The water patrol staff made a total of 52 individual public contacts. The enforcement data is dramatically reduced since we are now in non-peak watering season. Below is the most current enforcement data.

| ENFORCEMENT | | | |
|----------------------------|-----------|---|----------|
| Individual Contacts | 52 | 1st offenses (\$75) | 3 |
| Verbal Warnings | 10 | 2nd offenses (\$200) | 0 |
| Correction Notices | 3 | 3rd or more offense (\$500) | 0 |

WATER METERS:

The department has continued to work with Sensus to troubleshoot and address meters that were not reading in the automatic read system. Sensus Tech Support has completed the repairs to fix the issue discovered within the interval reading data software. This department has completed the analysis and repaired the remaining few meters identified and will work with Utility Billing on any meter read issues in the next billing file.

During this bi-weekly period, the water meter staff completed the process of performing meter readings on all manual read meters and is currently in the process of performing service interruptions and restorations due to payment delinquencies. In addition, staff performed various repair and/or meter programming at 46 properties. Customer concern investigations were conducted at 9 properties. The investigations resulted in discovery of leaks at 6 of these properties.

Staff is coordinating with the Engineering Department and contractor on the Water Meter Installation Project to program the newly installed meters and process information to the Utility Billing Department.

REBATE PROGRAM:

Since last reporting period the Water Conservation Department continues to have a significant increase of inquiries and participation in the program and has received and processed approximately 16 new applications for various rebates.

SYSTEM CAPACITY: Attached is a table which shows the daily quantity of water pumped and performance of the City's system of water wells and its ability to provide fire flow between January 8th and January 21st. The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity.

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 January 8th JANUARY 21st, 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 |
| 1/8/2018 | Mon | 61 | 4.454 | 8pm-9pm | 46 | 780,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/9/2018 | Tues | 60 | 4.834 | 10pm-11pm | 46 | 780,000 | 14 | 4 | 10 | 12337 | Yes | Yes | Yes | Yes |
| 1/10/2018 | Wed | 58 | 4.840 | 9pm-10pm | 46 | 780,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/11/2018 | Thurs | 63 | 4.447 | 9pm-10pm | 46 | 780,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/12/2018 | Fri | 58 | 4.151 | 7pm-8pm | 46 | 820,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/13/2018 | Sat | 54 | 5.086 | 9pm-10pm | 46 | 780,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/14/2018 | Sun | 56 | 4.731 | 4pm-5pm | 45 | 780,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/15/2018 | Mon | 58 | 4.430 | 8pm-9pm | 46 | 780,000 | 14 | 3 | 11 | 13247 | Yes | Yes | Yes | Yes |
| 1/16/2018 | Tue | 56 | 4.700 | 10pm-11pm | 46 | 780,000 | 14 | 4 | 10 | 12337 | Yes | Yes | Yes | Yes |
| 1/17/2018 | Wed | 56 | 4.651 | 10pm-11pm | 46 | 780,000 | 14 | 4 | 10 | 12337 | Yes | Yes | Yes | Yes |
| 1/18/2018 | Thu | 57 | 4.309 | 8pm-9pm | 46 | 780,000 | 14 | 3 | 11 | 13372 | Yes | Yes | Yes | Yes |
| 1/19/2018 | Fri | 59 | 4.046 | 10pm-11pm | 46 | 780,000 | 14 | 3 | 11 | 13052 | Yes | Yes | Yes | Yes |
| 1/20/2018 | Sat | 56 | 4.845 | 9pm-10pm | 46 | 780,000 | 14 | 3 | 11 | 13052 | Yes | Yes | Yes | Yes |
| 1/21/2018 | Sun | 57 | 4.954 | 12pm-1pm | 46 | 780,000 | 14 | 4 | 10 | 12231 | 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.

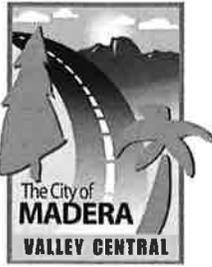
18 **Total Wells**

4 **Wells Not Available**

- #16 Being Retrofitted for Submersible Pump to Gain 500 gpm
- #20 Air intrusion
- #26 Pulled as of 11/2/2017
- #27 Redevelopment in process

14 **Number of Wells Available**

Report to City Council



Council Meeting of February 7, 2018
Agenda Item Number B-4

Approved by:

Wendy Silva
Department Director

Steve Franzen
City Administrator

Consideration of a Resolution Appointing Muhammad Latif to the City of Madera ADA Advisory Council

RECOMMENDATION

Staff recommends Council take action on the resolution appointing Muhammad Latif to the City of Madera ADA Advisory Council (MADAAC).

HISTORY

MADAAC was established by the City Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs and infrastructure. MADAAC consists of seven members appointed by the City Council. Each member of the City Council may recommend an appointment, with the appointment to be confirmed by the City Council as a whole.

SITUATION

Council Member Derek Robinson does not currently have an appointment on MADAAC. Council Member Robinson is recommending Muhammad Latif be appointed to serve on MADAAC.

FISCAL IMPACT

Appointees to MADAAC serve in a volunteer capacity.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

- 113.1 After update of General Plan, update existing City Accessibility Plan.
- 113.4 Provide parking with easy access for the handicapped.
- 138.1 Update the City of Madera's ADA program.
- 138.2 Inventory those public structures currently not in ADA compliance and develop a plan to bring them into compliance.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPOINTING MUHAMMAD LATIF
TO THE CITY OF MADERA ADA ADVISORY COUNCIL**

WHEREAS, the City of Madera has established an ADA Advisory Council to serve in an advisory capacity to the City Council and City staff; and

WHEREAS, the ADA Advisory Council is comprised of seven citizens appointed individually by members of the City Council and subject to confirmation by the Council as a whole; and

WHEREAS, Council Member Derek Robinson wishes to appoint Muhammad Latif to the ADA Advisory Council for a term concluding December 2020 or until Council Member Robinson is no longer on the City Council, whichever occurs first; and

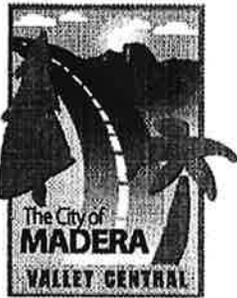
WHEREAS, Mr. Latif has expressed his desire to serve on the ADA Advisory Council.

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

1. The above recitals are true and correct.
2. Muhammad Latif is appointed to the ADA Advisory Council for a term ending December 2020 or until Council Member Robinson is no longer on the City Council, whichever occurs first.
3. This resolution is effective immediately upon adoption.

* * * * *

JAN 03 2018



BY Z

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:

- ADA Advisory Council
- Airport Advisory Commission
- Beautification Committee
- Civil Service Commission
- CDBG Review and Advisory Committee
- Loan Review Committee
- Planning Commission
- Transit Advisory Board
- Other: _____

Please type or print in ink.

LAST NAME: LATIF FIRST NAME: MUHAMMAD
 HOME ADDRESS: Same As Above CITY, STATE, ZIP: MADERA HOME PHONE: [REDACTED]
 MAILING ADDRESS: [REDACTED] CITY, STATE, ZIP: [REDACTED] E-MAIL ADDRESS: [REDACTED]
 EMPLOYER: [REDACTED] JOB TITLE: [REDACTED] BUSINESS PHONE: [REDACTED]

| | | |
|---|--|--|
| LENGTH OF RESIDENCE IN CITY OF MADERA <u>17</u> 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 |
|---|--|--|

EDUCATIONAL BACKGROUND:

2 years College (Diploma in Commerce)
10 years High School

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

(was) (1) MCB BANK Employees Union
(2) MCB BANK (MANAGER) 23 years, continuously
Handled 7 BRANCHES. (3) STORE MANAGER 13 YEARS (OWNER)

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I WILL SERVE ALL MATTERS OF ADA ACCESS TO ALL PUBLIC STREETS BUILDING, FACILITIES ARE THEY OBSERVING ADA REGULATION. TAKE PART IN PLANS OF DISABLE COMMUNITY IN THE EMERGENCY & DISASTER DEVELOP DISABILITY AWARENESS

REFERENCES (Optional): EDUCATIONAL OUTREACH PROGRAM KEEP EYE ON REM-
-ODLE NEW CONSTRUCTION, ADHERANCE THE COMPLAINEE. WILL RECOMMEND TRANSIT NEEDS.

MR. DERIK ROBINSON, Member city council

MR. GARY SAVANDA County Assessor (Madera)

MR. ROBERT Poythrus county Board Supervisor (Madera)

01-02-2018

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



REPORT TO CITY COUNCIL

COUNCIL MEETING OF February 7, 2018
AGENDA ITEM NUMBER B-5



REPORT BY: Director of Parks & Community Services,
Mary Anne Seay



APPROVED BY: Interim City Administrator,
Steve Frazier

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH O'DELL ENGINEERING TO PROVIDE DESIGN SERVICES FOR ADA IMPROVEMENTS AT PAN AM AND BERGON, CIP PROJECT NO. PK-62 AND CENTENNIAL PARK REHABILITATION AND LIGHTING, CIP PROJECT NO. PK-63 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council adopt the resolution approving an agreement with O'Dell Engineering to provide design services for the ADA Improvements at Pan Am and Bergon, CIP Project No. PK-62 and Centennial Park Rehabilitation and Lighting, CIP Project No. PK-63. Staff further recommends Council authorize the Mayor to execute the agreement on behalf of the City.

SUMMARY:

The current Council approved 5-year City Capital Improvement Plan (CIP) includes two Parks projects that are entirely funded by Community Development Block Grant (CDBG) allotments. The ADA Improvements at Pan Am and Bergon project is intended to address some of the access issues at Pan Am Community Center and Frank Bergon Senior Center identified as

priority 1 in the City's Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan. The Centennial Park Rehabilitation and Lighting project is being carried out in response to community and staff identified infrastructure concerns at the park housing the John W. Wells Youth Center and the City of Madera Swimming Pool Complex. In order to meet the goals outlined for these two projects in the grant applications for the CDBG funding, the City will need design expertise from a professional engineering firm.

In accordance with City Purchasing Policy, a Request for Qualifications (RFQ) was issued in order to solicit Statements of Interest and Qualifications from several engineering firms. After the Statements of Qualifications were received, a committee of City staff conducted a review and scoring to determine which firm would be most appropriate to perform the work. O'Dell Engineering was selected based on their demonstrated understanding of the project scope and their previous successful performance on City projects. After a negotiation based on the City's desired outcomes and the available budget, O'Dell submitted a cost proposal in the amount of \$66,050 to include design services for the two projects; staff is requesting Council authorize an agreement in this amount.

DISCUSSION:

At the June 3, 2015 Regular Meeting of the City Council, Council approved a CDBG Agreement for ADA Improvements at Pan Am and Bergon, CIP Project No. PK-62. The full scope of work for this project will be determined by staff working in concert with O'Dell, but will be derived from the ADA Self Evaluation and Transition Plan adopted by Council in 2010. Specific actions to be undertaken in PK-62 include improvements listed as *Priority 1* in the Plan such as upgrading parking and path-of-travel at both sites in order to meet current ADA code requirements. The project is constrained by the relatively small CDBG funding allotment of \$65,238, but as part of their work O'Dell will prepare bid-ready plans and estimates that can be used to leverage any additional funding that may become available in the future.

At the December 21, 2016 Regular Meeting, Council approved a CDBG Agreement for Centennial Park Rehabilitation and Lighting, CIP Project No. PK-63. Concerns regarding the lack of adequate lighting surrounding the John W. Wells Youth Center and Centennial Park in general have been expressed by staff and by the public at community meetings and through individual communications. In addition, the Centennial Park campus has some deficits (not enough shade at the pool, the need for a replacement diving board, minor accessibility deficiencies, the need for additional park signage, and addressing the failing exposed wood at both the youth center and the pool building) that could be more effectively addressed under the umbrella of a single project and with the aid of professional engineers. The CDBG allocation for these activities was \$430,000.

Staff consulted the architectural firm that designed both the youth center and the pool building to recommend an appropriate remedy for the exposed wood issues. SIM Architecture recommended painting the wood to avoid rot and further deterioration (which was described in the CDBG application as a blighted condition). Staff issued a request for bids for this work and ultimately awarded a contract to Sam Balbas Painting of Madera in May of 2017. The total of payments to Balbas was \$47,010 leaving a remaining balance of \$382,990 for PK-63. The painting was completed in the summer of 2017.

In October of 2017, Parks and Community Services (PCS) transmitted a Request for Qualifications (RFQ) to three firms within the Madera/Fresno area that have demonstrated experience with park design. All three of the firms responded to the RFQ and a committee of four City staff (three PCS and the Director of Community Development) rated the respondents. During the review period, the one Madera based firm withdrew from the process due to a conflict of interest. Of the two remaining firms, the committee unanimously judged O'Dell Engineering to be the most suited to perform the work based on their: demonstrated understanding of the project scope, previous (and recent) successful experience with City projects, and the fact that they have Electrical Engineers on staff. O'Dell was asked to submit a cost proposal for services to include:

- 1.) Perform site topographic surveys as needed.
- 2.) Research project requirements and determine final design concepts in collaboration with City staff.
- 3.) Prepare an expedited diving board replacement plan in order to construct a new board prior to the 2018 pool season.
- 4.) Prepare "bid ready" plans and specifications.
- 5.) Prepare opinion of probable improvement costs.
- 6.) Prepare project timeline/schedule.
- 7.) Perform on-site inspections.

O'Dell has responded with a proposal in the amount of \$66,050 and staff is recommending Council accept this bid and authorize execution of an agreement.

FINANCIAL IMPACT:

Funding for this agreement will be derived entirely from the proceeds of the two CDBG allocations discussed in the report. Eligible staff time will be cost allocated to the CDBG resources to oversee the projects; this will result in minor savings to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies:

Strategy 138 – ADA Compliance: Establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Strategy 404 – Community Wellness: Promote increased community wellness.

Strategy 411 – Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

Strategy 414 – Neighborhood Parks: Ensure recreational availability by providing a park in close proximity to every neighborhood.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH O'DELL ENGINEERING TO PROVIDE DESIGN SERVICES FOR ADA IMPROVEMENTS AT PAN AM AND BERGON, CIP PROJECT NO. PK-62 AND CENTENNIAL PARK REHABILITATION AND LIGHTING, CIP PROJECT NO. PK-63 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City is in need of engineering services in its effort to construct Council approved Parks Department Capital Improvement Plan (CIP) Projects at the Pan Am Community Center, Frank Bergon Senior Center and Centennial Park; and

WHEREAS, the City solicited statement of qualifications through an open Request for Qualifications (RFQ) process in conformance with its purchasing policy; and

WHEREAS, O'Dell Engineering is a firm that is qualified to provide such engineering services and was determined to be the consultant of choice through the RFQ process; and

WHEREAS, the City has prepared an agreement with O'Dell Engineering for such services which details the responsibilities of each party; and

WHEREAS, such agreement is in the best interests of the City, O'Dell Engineering and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The proposed Agreement between the City and O'Dell Engineering, which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.

3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT WITH O'DELL ENGINEERING
TO PROVIDE DESIGN SERVICES
FOR ADA IMPROVEMENTS AT PAN AM AND BERGON
AND CENTENNIAL PARK REHABILITATION AND LIGHTING**

This Agreement made and entered into this 7th day of February, 2018, between the City of Madera, hereinafter called "City," and the consulting firm of O'Dell Engineering, hereinafter called "Consultant", both of whom understand as follows:

RECITALS

Whereas, the City was awarded Community Development Block Grant (CDBG) funding for accessibility improvements at Pan Am Community Center located on Sherwood Way in Madera and Frank Bergon Senior Center located on South D Street in Madera; and

Whereas, the City was also awarded CDBG funding for the project known as Centennial Park Rehabilitation and Lighting Project located at 5th Street and Flume Street in Madera; and

Whereas, in order to proceed with the projects, the City requires engineering design services of qualified professional engineers for preparation of plans, specifications and estimates; and

Whereas, the City requested proposals from professional engineering firms including Consultant in accordance with the City's purchasing policy; and

Whereas, the City has determined that Consultant is a firm having the necessary experience and qualifications to provide the desired design services to assist the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant agree as follows:

1.0 Services. The City hereby employs Consultant to perform the engineering design services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform, furnish and supply to the City the engineering design services for the Project (the "Services") further described in

the Proposal, attached hereto as "Exhibit A" and incorporated herein as though fully set forth.

2.1 Progress Reports. Consultant shall communicate and meet with City staff at Project progress meetings at intervals mutually agreed to between City and Consultant to verify, refine and complete Project requirements and review the progress of the Project. Consultant shall coordinate Project with City staff and prepare the necessary documents, reports and estimates needed to proceed through completion of the Project.

2.2 Use of Project Plans. All plans and specifications prepared by the Consultant, and all opinions rendered by Consultant are for the sole use of City. They shall not be provided to any other person or entity without the express written consent and authorization of City.

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description which City supplies to or makes available to Consultant or which Consultant discovers or develops in performance of the services under this Agreement shall be deemed confidential. Consultant shall not disclose same without City's written authorization, except to the extent that information is in the public domain or is required by law or under Consultant's professional obligations to be disclosed.

3.0 Consultant's Fees and Compensation / Amount / How and When Payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by the Consultant to the City, City agrees to pay Consultant in accordance with the Line Items as set forth in "Exhibit A", attached hereto and incorporated herein by reference. The total fee for these services shall not exceed Sixty-Six Thousand Fifty Dollars (\$66,050).

3.2 Monthly Progress Billings. Consultant shall furnish City with itemized monthly progress billings for all services rendered and supplies furnished pursuant to Paragraph 2.0 hereof pertaining to services. Such payments shall be due and payable by City to Consultant within thirty (30) days after presentation of approved invoices to City.

4.0 Audits and Inspections Access. Consultant shall, upon reasonable notice and at any time during regular business hours, and as often as City may deem necessary, make available to City or its authorized representative for examination, all of its records and data with respect to matters covered by this Agreement. Consultant shall permit City to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters

pertaining to this Agreement.

5.0 Time of Completion. City and Consultant agree that time is of the essence in each and every term of this Agreement. Consultant shall not be responsible for any delay caused or created by failure on the part of the City or Project proponent to conform to those elements of the schedule for which those parties are responsible, or for providing timely responses to requests for information which may be generated by Consultant from time to time.

6.0 Compliance with Laws. Consultant shall comply with all federal, state and local laws, ordinances, regulations and provisions applicable in the performance of Consultant's services hereunder.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

7.0 Ownership of Documents.

7.1. Upon Termination. If the Agreement is terminated at any time during the employment of Consultant, all source documents, and all products and deliverables, regardless of their state of completion, shall following payment in full for Services performed under this Agreement be submitted to, and will become the sole property of City. The Consultant shall not be liable for any claims, damages, losses, and expense (including reasonable attorney's fees) arising out of or resulting from reuse or modification of said documents by City.

7.2. Upon Completion. All documents, including calculations, required in performing services under this Agreement shall be submitted to, and remain the sole property of City. The Consultant shall not be liable for any claims, damages, losses, and expense (including reasonable attorney's fees) arising out of or resulting from reuse or modification of said documents by City.

8.0 Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

8.1 Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

A. \$1,000,000 General Liability (including operations, products and completed operations) per occurrence, \$2,000,000 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 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

B. \$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 Consultant 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.

C. Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

D. \$1,000,000 Errors & Omissions Liability appropriate to the Consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability but only to the extent insurable.

If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

8.2 Maintenance of Coverage. Consultant 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 Consultant, his agents, representatives, employees, or subconsultants as specified in this Agreement.

8.3 Proof of Insurance. Consultant 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.

8.4 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.

8.5 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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

8.6 Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

8.7 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

8.8 Notice of Cancellation. Consultant 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.

8.9 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.

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

8.11 Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

9.0 Independent Consultant. In performance of the work, duties, and obligations assumed by Consultant under this Agreement, it is mutually understood and agreed that Consultant, including any and all of Consultant's officers, agents and employees will, at all times, be acting and performing as an independent Consultant, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of City. Furthermore, City shall have no right to control or supervise or direct the manner or method by which Consultant shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Consultant is performing its obligations in accordance with the terms and conditions hereof. Consultant and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent Consultant, Consultant shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Consultant shall be solely responsible and hold City harmless from all matters relating to payment of Consultant's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Consultant may be providing services to others unrelated to City or to this Agreement.

10.0 Hold Harmless. Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency and any and all of its officials, and employees from and against any and all losses, liabilities, damages, costs, and expenses, including

legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

11.0 Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default shall pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County California or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County. The prevailing party attorney fee payment shall be limited to available coverage and limits.

12.0 Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

13.0 Amendments. Any changes to this Agreement requested by either City or Consultant may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

14.0 Termination. This Agreement may be terminated by mutual agreement or it may be

terminated by the City upon giving fifteen (15) days written notice of intent to terminate the contract. If, in the opinion of the Consultant, any requirement of the City under terms of this Agreement is unsound from a planning standpoint, Consultant may terminate this Agreement upon fifteen (15) days written notice to the City.

Notice of termination shall be mailed to the City:

Mary Anne Seay
Director of Parks and Community Services
701 East 5th Street
Madera, CA 93638

To the Consultant:

Chad Kennedy
O'Dell Engineering
1165 Scenic Drive, Suite B
Modesto, CA 95350

In the event of such termination, Consultant shall be paid for work completed to date of termination, and any such work shall become the property of the City.

15.0 Assignment. Neither the City nor Consultant will assign its interest in this Agreement without the written consent of the other.

16.0 Notices. All notices and communications from the City shall be to Consultant's designated Project Manager or Principal-In-Charge. Oral communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

17.0 Complete Agreement of Parties. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

18.0 Consultant's Authority. Each individual executing or attesting to this Agreement on behalf of Consultant hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement

is binding upon such corporation; and (iii) that Consultant is a duly organized and legally existing corporation in good standing in the State of California.

19.0 Sole Agreement. This instrument constitutes the sole and only Agreement between Consultant and City respecting the Project and correctly sets forth the obligations of Consultant and City to each other as of its date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

City of Madera

O'Dell Engineering

By: _____

By:  _____

Andrew J. Medellin, Mayor

Title PRINCIPAL _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

Brent Richardson, City Attorney

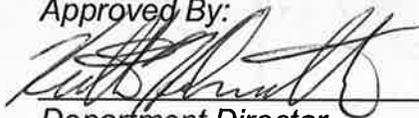
Sonia Alvarez, City Clerk



[Return to Agenda](#)

REPORT TO CITY COUNCIL

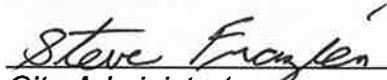
Approved By:



Department Director

Council Meeting of February 7, 2018

Agenda Item Number B-6



City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHT DESIGN SERVICES FOR THE OLIVE AVENUE WIDENING PROJECT, PROJECT NO. ST 14-07, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council:

1. Approve Res. No. 18 - _____ approving Agreement with Peters Engineering Group for professional engineering service to provide traffic signal and street light design services.
2. Authorize the Mayor to execute the agreement.

SUMMARY:

The proposed professional services agreement covers the design of the project by a Consultant with specific expertise in traffic signal, traffic signal interconnect, and street light design.

The scope of work for this project includes modification to the existing traffic signal at Gateway Drive and Olive Avenue, a new traffic signal to be installed at the intersection of Olive Avenue and Roosevelt Avenue, preparation for future signalization at Olive Avenue and Knox Street, traffic signal interconnect conduits, traffic signal timing and coordination, and laying out and placement of street light including sizing of electrical wiring, lighting levels, and designating the location of the points of service.

Engineering

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

www.cityofmadera.ca.gov

The work will begin immediately upon approval of this agreement. The basic compensation specified in the consultant agreement is \$ 44,375 with an additional amount of \$4,500 for extra services if determined by the City Engineer to be necessary.

DISCUSSION:

The Olive Avenue Widening project consists of reconstructing Olive Avenue to City Standards for an Arterial Street that will provide a four lane divided street with bike lanes and a raised median. Progress on completing the overall design and engineering process for the project continues using a combination of in-house engineering staff and external consultants. A key consideration in moving forward is working through existing right of way constraints and determining where property will need to be acquired and where design modification will need to be incorporated to avoid conflicts. A separate discussion regarding right of way acquisition needs and related issues will be brought to the Council in the next couple of months. The recommended agreement with Peters Engineering addressing traffic signal design is a necessary component of the overall project regardless of how the right of way issues are ultimately addressed.

A Request for Proposal (RFP), for Professional Engineering Services to provide traffic signal and street light design services was sent to five consultants that were selected from our list of qualified firms. The firms were JLB Traffic Engineering, Giersch & Associates, Mark Thomas and Co., Peters Engineering Group and TJKM. On November 20, 2017 City received two proposals submitted by Peters Engineering Group, and JLB Traffic Engineering.

The Selection Committee consisting of three City Engineering staff reviewed, evaluated and ranked the two proposals based on the three criteria listed in the RFP. The three criteria were, Key Personnel Related Project and Traffic Engineering Experience, Similar Project Experience, and Manpower/Fee Proposal. The committee selected Peters Engineering Group based on experience, qualifications, and responsiveness to the information requested in the RFP. Staff has negotiated a final scope of services and compensation for these services.

Staff is hereby recommending that Council approve the agreement for such services in favor of Peters Engineering Group.

The agreement total amount is \$48,875 that includes \$4,500 for extra services subject for approval by the City Engineer.

The Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) is included in the 2017/18 Capital Improvement Program with construction currently planned for late Fiscal Year 2017/18 or early Fiscal Year 2018/19.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded and included in the adopted City's FY 2017/18 CIP Budget.

The funding source for the traffic signal and street light design services is in the City's allocation of Local Transportation Fund (LTF) Org No. 42005330, Object No. 7050.

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 CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE TRAFFIC AND STREET LIGHT DESIGN SERVICES FOR THE OLIVE AVENUE WIDENING PROJECT, PROJECT NUMBER ST 14-07 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has initiated the design phase of the Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) which includes Traffic Signal and Street Light design; and

WHEREAS, the funding for design and environmental work on the Project is included in the 2017/18 Budget, Capital Improvement Program; and

WHEREAS, professional engineering services by a professional engineering firm is required for the design of the traffic signal and street light; and

WHEREAS, Peters Engineering Group has the professional skills to perform the necessary services, and City desires to retain Peters Engineering Group; and

WHEREAS, the City of Madera has prepared an agreement for such services with Peters Engineering Group that is on file in the office of the City Clerk of the City of Madera (the "Agreement") and referred to for full particulars.

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 Agreement with Peters Engineering Group for professional engineering services for an amount not to exceed \$48,875.00 is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHT DESIGN SERVICES FOR THE OLIVE AVENUE WIDENING PROJECT FROM GATEWAY DRIVE TO KNOX STREET, CITY PROJECT NO. ST 14-07

This Agreement made and entered into this ____ day of _____, 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and “**PETERS ENGINEERING GROUP**”, located in **CLOVIS**, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, CITY plans to widen and reconstruct street improvements on Olive Avenue from Gateway Drive to Knox Street, hereinafter called “Project”; and

WHEREAS, CITY needs professional services to prepare a Traffic Signal and Street Light design services required by the CITY for the design of the project; and

WHEREAS, CONSULTANT is qualified and licensed to provide the required Professional Engineering services and is knowledgeable of Federal, State and City standard, policies and regulatory requirements and

WHEREAS, CITY desires to hire CONSULTANT for such Professional Engineering services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide Professional Engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the Professional Engineering services as set forth in the “Project Work Plan Tasks & Deliverable Schedule”, EXHIBIT A, attached hereto and incorporated herein by reference. CONSULTANT accepts full responsibility for the scope of

services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with all City of Madera design standards and requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall not exceed two per month during the course of CONSULTANT work. CONSULTANT shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the Project Manpower Schedule and Fee Proposal, EXHIBIT B, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is Forty Four Thousand Three Hundred Seventy Five and no cents (\$44,375). CITY and CONSULTANT agree that the hourly rates in the Hourly Rate Schedule, Exhibit C, attached hereto and incorporated herein by reference, shall remain in full force and effect through December 31, 2018. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee.

It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultants invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Project Work Plan or for such services as may be specifically requested by CITY through the City CONSULTANT in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation, provided, however, the City CONSULTANT'S authority is limited to expenditures not to exceed the amount of Four Thousand Five Hundred Dollars and no cents (\$4,500).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Without limiting CONSULTANT'S indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and sub-consultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

A. Maintenance of Coverage

CONSULTANT shall maintain limits no less than:

- \$1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 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 CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of CONSULTANT 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. CONSULTANT shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

B. Maintenance of Coverage

CONSULTANT 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 CONSULTANT, its agents, representatives, employees, subcontractors or sub-consultants as specified in this Agreement.

C. Proof of Insurance

CONSULTANT 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.

D. 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.

E. 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 CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

F. Enforcement of Contract Provisions (non estoppel)

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

G. 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 CONSULTANT maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by CONSULTANT.

H. Notice of Cancellation

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar day notice of cancellation (except for nonpayment for which ten (10) calendar day notice is required) or nonrenewal of coverage for each required coverage.

I. 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.

J. Timely Notice of Claims

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

K. Additional Insurance

CONSULTANT 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.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of February 8, 2018, CONSULTANT shall complete the work with diligence and timely manner as shown in the Project Schedule, EXHIBIT D.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this agreement, at the option of CITY, in accordance with Section 12 of this agreement.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2018, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

CONSULTANT shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Sub-consultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Sub-consultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

CONSULTANT shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in

whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub-consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

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

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the

parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
205 W. 4th Street
Madera, CA 93637
Attention: City Engineer

CONSULTANT

PETERS ENGINEERING GROUP
952 Pollasky Avenue
Clovis, CA 93612
Attention: David Peters, PE

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MADERA

PETERS ENGINEERING GROUP

By: _____
Andrew J. Medellin, Mayor

By: _____
David Peters, PE, TE, President
CE 52685, TE 2271

86-1065316
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

* * * * *

EXHIBIT A

PROJECT WORK PLAN TASKS AND DELIVERABLES SCHEDULE

PROJECT UNDERSTANDING

The Olive Avenue Widening project consists of reconstructing Olive Avenue from a two-lane roadway to a four-lane roadway with bike lanes and a raised median within a 100-foot-wide right of way between Gateway Drive and Knox Street. CONSULTANT will perform design services for the following improvements:

- New traffic signals and lighting at the intersection of Olive Avenue and Roosevelt Avenue;
- Modification of existing traffic signals at the intersection of Olive Avenue and Gateway Drive;
- Poles, conduits, and pull boxes for future traffic signals at the intersection of Olive Avenue and Knox Street;
- Traffic Signal interconnect conduit between Gateway Drive and Knox Street, including accommodating a future extension east of Knox Street;
- Traffic signal timing plans, including providing Synchro files to the CITY;
- Street lighting, including sizing of electrical wires, determining spacing, lighting levels, voltage drop, and locations of points of service.

The traffic signal and lighting design will be based on the applicable City of Madera and 2015 Caltrans standards, and will incorporate CITY preferences where the standards allow for more than one option. Key considerations in the design of the traffic signals include:

- Communication with CITY staff to identify CITY preferences related to the Project;
- Design of pedestrian push button locations that comply with the Americans With Disabilities Act (ADA);
- Determination of the existing right of way and any additional right of way required to accommodate the traffic signals and ADA-compliant sidewalks and ramps;
- Identification of existing utilities to avoid conflicts during construction;
- Application for electrical service in a timely manner to avoid delays.

The plan set is anticipated to include the following sheets:

- Traffic Signal Plans – Olive and Roosevelt Avenues (2 sheets)
- Traffic Signal Plans – Olive Avenue and Gateway Drive (2 sheets)
- Traffic Signal Plans – Olive Avenue and Knox Street (1 sheet)
- Street Lighting and Interconnect Conduit Plans (1 to 2 sheets)

Traffic signal phasing will be based on the analyses previously performed by CONSULTANT for the Project. The traffic signal and lighting plans will be incorporated into the CITY's plan set for the Olive Avenue Widening and will not be a stand-alone project.

WORK TASKS

CONSULTANT will provide preliminary engineering, final plans, specifications, estimate, and construction phase services for the proposed intersection improvements. The specific work tasks expected to be required are as follows.

Phase 1: Schematic Design Phase

Task 1.1 Kickoff Meeting

CONSULTANT will attend a kickoff meeting with CITY staff to discuss expectations and objectives for the Project. A field review can follow if necessary to clarify any issues.

Task 1.2 30-Percent Submittal

CONSULTANT will provide the CITY with 30-percent design drawings indicating the proposed traffic signal poles, street light poles, controller cabinets, meter pedestals, and loop detectors. Isolux diagrams will be requested from lighting

manufacturers for the types of luminaires expected to be utilized on the Project to assist with the layout of street lights to maintain minimum lighting levels. CONSULTANT will perform an internal QA/QC review prior to all work product submittals. CONSULTANT will submit a PDF copy and two full-sized plan sets to the CITY for review and comment.

The CITY will be responsible for topographic surveys, right-of-way limits and boundaries, utility research and coordination, roadway design, pavement delineation design, and signage design.

Task 1.3 Project Management and Progress Meetings

CONSULTANT will manage the traffic signal and lighting design and institute control of budget, prepare invoicing, schedules, manage sub-consultants, etc. CONSULTANT will submit a monthly progress schedule to the CITY, if requested. CONSULTANT will also be available to attend progress meetings or meetings to discuss plan review comments.

Phase 2: Design Development Phase

Task 2.1 60-Percent Submittal

CONSULTANT will incorporate CITY review comments on the 30-percent plans into the design. The design development will include voltage drop calculations to establish the number of lighting circuits needed, the size of conductors, and the length of each lighting circuit. Design development will also consider traffic signal timing revisions that will be necessary at the intersection of Olive Avenue and Gateway Drive.

CONSULTANT will submit the 60-percent plans, the 60-percent technical specifications, an explanation of bid items, exhibits for appendix items as requested by the CITY, and an opinion of the probable cost of construction.

CONSULTANT will perform an internal QA/QC review prior to all work product submittals. CONSULTANT will submit a PDF copy and two full-sized plan sets to the CITY for review and comment.

Task 2.2 Application for Electrical Service

CONSULTANT will assist the CITY with PG&E applications for electrical service.

Task 2.3 Project Management and Progress Meetings

CONSULTANT will manage the Project and institute control of budget, prepare invoicing, schedules, manage sub-consultants, etc. CONSULTANT will submit a monthly progress schedule to the CITY, if requested. CONSULTANT will also be available to attend progress meetings or meetings to discuss plan review comments.

Phase 3: Construction Documents Phase

Task 3.1 90-Percent Submittal

CONSULTANT will incorporate CITY review comments on the 60-percent plans and PG&E points of service into the design. CONSULTANT will submit the 90-percent plans, the 90percent technical specifications, an explanation of bid items, exhibits for appendix items as requested by the CITY, and an updated opinion of the probable cost of construction. CONSULTANT will perform an internal QA/QC review prior to all work product submittals. CONSULTANT will submit a PDF copy and two full-sized plan sets to the CITY for review and comment.

Task 3.2 Final Submittal

CONSULTANT will submit final design plans stamped and signed by a registered Civil Engineer. The final technical specifications will be signed and stamped by a registered Civil Engineer. The final opinion of the probable cost of construction will also be submitted. CONSULTANT will submit a PDF copy, one full-sized set of signed final plans on mylar, and three full-sized sets of signed final plans on bond to the CITY.

CONSULTANT will submit to the CITY an electronic copy of the plans in AutoCAD Civil 3D version 2016, Specifications in MS Word format, and an MS Excel file of the opinion of the probable cost of construction. **Phase 4: Bidding Phase**

Task 4.1 Bidding Support Services

CONSULTANT will be available to provide support during the bidding phase, including the following:

- Assist CITY staff by answering requests for information (RFI) from potential bidders;
- Prepare any necessary addenda to clarify plans and/or specifications;
- Attend pre-bid meeting to explain key design issues.

Phase 5: Construction Phase

Task 5.1 Construction Support Services

CONSULTANT will be available to provide support during the construction phase, including the following:

- Attend Preconstruction meeting;
- Attend construction progress meetings as needed;
- Check Contractor's submittals and samples for compliance with contract documents. Evaluate substitution requests;
- Provide technical support for construction change orders and RFIs;
- Assist with Project punch list;
- Be present when traffic signals are energized; • Prepare as-built drawings based on marked up plans.

EXHIBIT B
City of Madera - Traffic Signals and Lighting for Olive Avenue Widening
PROJECT MANPOWER SCHEDULE AND FEE PROPOSAL

| Task | Description | Person-Hours | | | | Ingram Digital | Other Direct Costs | Total |
|-----------------------------|---|--------------------------------|-----------------------------------|----------------------------|---------------------|----------------------------------|--------------------|----------|
| | | Principal Engineer @ \$175 /hr | Senior Civil Engineer @ \$160 /hr | Staff Engineer @ \$110 /hr | Clerical @ \$65 /hr | | | |
| 1.0 | SCHEMATIC DESIGN PHASE | | | | | | | |
| 1.1 | Kickoff Meeting | 3 | 3 | | 1 | | \$25 | \$1,095 |
| 1.2 | 30% Submittal | 4 | 20 | 48 | 1 | \$500 | | \$9,745 |
| 1.3 | Project Management and Progress Meetings | 1 | 4 | | | | \$25 | \$840 |
| Total Hours (Task 1) | | 8 | 27 | 48 | 2 | Task 1.0 Total = \$11,680 | | |
| 2.0 | DESIGN DEVELOPMENT PHASE | | | | | | | |
| 2.1 | 60% Submittal | 4 | 40 | 80 | 1 | \$2,400 | | \$18,365 |
| 2.2 | Application for Electrical Service | | 1 | | | | | \$160 |
| 2.3 | Project Management and Progress Meetings | 1 | 4 | | | | \$25 | \$840 |
| Total Hours (Task 2) | | 5 | 45 | 80 | 1 | Task 2.0 Total = \$19,365 | | |
| 3.0 | CONSTRUCTION DOCUMENTS PHASE | | | | | | | |
| 3.1 | 90% Submittal | 2 | 16 | 24 | 1 | \$600 | | \$6,215 |
| 3.2 | Final Plans, Specifications, and Estimate | 1 | 4 | 8 | 1 | | \$25 | \$1,785 |
| Total Hours (Task 3) | | 3 | 20 | 32 | 2 | Task 3.0 Total = \$8,000 | | |
| 4.0 | BIDDING PHASE | | | | | | | |
| 4.1 | Bidding Support Services | 2 | 4 | 8 | | | \$25 | \$1,895 |
| Total Hours (Task 4) | | 2 | 4 | 8 | 0 | Task 4.0 Total = \$1,895 | | |
| 5.0 | CONSTRUCTION PHASE | | | | | | | |
| 5.1 | Construction Support Services | 2 | 8 | 8 | | \$900 | \$25 | \$3,435 |
| Total Hours (Task 5) | | 2 | 8 | 8 | 0 | Task 5.0 Total = \$3,435 | | |

DESIGN FEE: \$39,045
BIDDING AND CONSTRUCTION SUPPORT FEE: \$5,330
GRAND TOTAL: \$44,375

PETERS ENGINEERING GROUP



EXHIBIT C
HOURLY RATE SCHEDULE
(Effective 1/1/18 to 12/31/18)

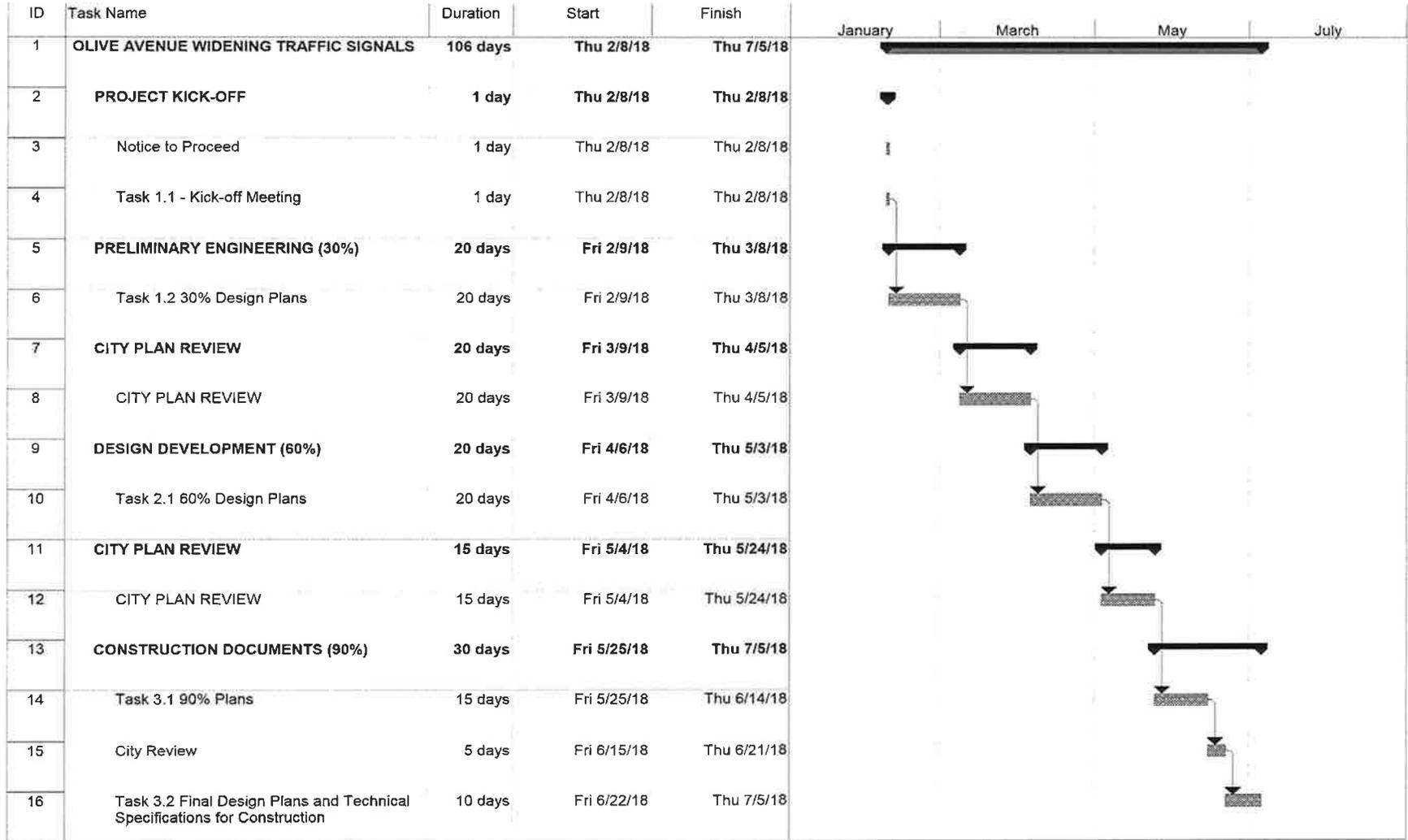
| <u>CLASSIFICATION</u> | <u>RATE</u> |
|-----------------------------------|-------------|
| Principal Civil Engineer | \$175/hr |
| Senior Civil Engineer | \$160/hr |
| Civil Engineer | \$125/hr |
| Land Surveyor | \$120/hr |
| Staff Engineer | \$110/hr |
| Draftsperson/Technician/Inspector | \$90/hr |
| Clerical | \$65/hr |
| Robotic Total Station | \$35/hr |
| Litigation Support | \$350/hr |

REIMBURSABLES SCHEDULE
(Effective 1/1/18 to 12/31/18)

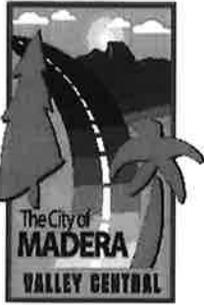
| <u>DESCRIPTION</u> | <u>RATE</u> |
|--------------------|-------------------|
| Mileage | \$0.63/mile |
| Travel Subsistence | Actual Cost + 10% |
| Postage | Actual Cost + 10% |
| Reproduction | Actual Cost + 10% |
| Subconsultant | Actual Cost + 10% |

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

EXHIBIT D
CITY OF MADERA
TRAFFIC SIGNAL SIGNALS AND LIGHTING FOR OLIVE AVENUE WIDENING PROJECT SCHEDULE



PETERS ENGINEERING GROUP

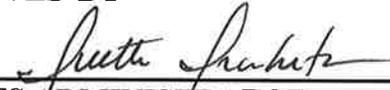


REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF February 7, 2018

AGENDA ITEM NUMBER B-7

APPROVED BY



GRANTS ADMINISTRATOR



INTERIM CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 2 FOR THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR THE GEORGE WASHINGTON ELEMENTARY SCHOOL SIDEWALK IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

RECOMMENDATION:

Staff recommends Council adopt the Resolution Approving Amendment No. 2 with the City of Madera Engineering Department for the George Washington Elementary School Sidewalk Improvement Project. The department received a Community Development Block Grant (CDBG) allocation for Fiscal Year (FY) 2017/2018.

DISCUSSION:

The Agreement for Services, funded by the City of Madera's CDBG FY 2017/2018 allocation, to construct sidewalks including Americans with Disabilities Act (ADA) compliant corner ramps and approaches to Lincoln Avenue, South Street and Austin Street, adjacent to George Washington Elementary School, was approved by the City Council on September 20, 2017. The 2017/2018 CDBG Annual Action Plan was submitted to the U.S. Department of Housing and Urban Development (HUD) on May 18, 2017, before the CDBG final formula allocations for all Entitlement Communities were announced. Confirmation of the CDBG formula grant allocation notice was received October 17, 2017. Please see Attachment A, Agreement for Services.

Agreements with subrecipients are a central part of the subrecipient requirements of the CDBG program for Entitlement Communities. It fulfills a legal requirement by presenting a concise statement of the rules for the CDBG program and the conditions under which funds are provided. Also, it provides a yardstick for monitoring subrecipient performance. In addition, HUD CDBG regulations (24 CFR 570.503) require that grantees have written agreements in effect for each

subrecipient before giving out any CDBG funds. The written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds.

The Engineering Department submitted a request for an extension to the Period of Performance in the Agreement for Services. To approve the extension, an amendment to the CDBG Agreement for Services is needed. Several factors are contributing to the amendment. It extends the Period of Performance to address the factors identified in the Engineering Department's request. (Please see Attachment B.) The request outlines the delays the Engineering Department must factor into the completion of the George Washington Elementary School Sidewalk Improvement Project; such as the following:

- It was nearly four months into the FY before Engineering could effectively begin work without placing the City at risk
- Upon confirmation of the final formula allocation, City of Madera Engineering staff initiated the project and identified a need not previously anticipated to acquire right-of-way for eight parcels.
- Also, after initiating the project, the need for PG&E to relocate utility poles, an approximately four- to six- month process, was identified.
- The Engineering Department also acknowledged that 5-foot sidewalks were not feasible in all locations, however; all sidewalks shall be ADA compliant.

Based on the above factors, Grants Administration staff acknowledges the factors delaying the project. The City Engineering Department submitted a Project Schedule to address factors that delay the project's completion. (Please see Attachment C.) Staff is confident the extended performance period will suffice to complete the project. Grants Administration staff recommends Council adopt the Resolution for this much-needed infrastructure improvement project. Upon completion, it will improve the safety for George Washington Elementary School students walking to and from school and the path of travel for approximately 5,058 low-to-moderate-income residents in the surrounding area located within Census Tract 6.02. The project will also improve the path of travel to and from nearby commercial establishments and services for residents. Approval by the Mayor and City Council during tonight's meeting allows staff to obtain the necessary signatures and provide Amendment No. 2 (Please see Attachment D) to the City Engineer.

FINANCIAL IMPACT:

Approval of the attached Amendment No. 2 will not impact the General Fund because the project's budget consists of CDBG and Local Transportation Funds.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The project meets the Plan's Strategies as follows:

113.3: Establish budgets to ensure City facilities that provide services to the public are ADA compliant.

121.10: Add facilities and amenities for the public.

126.6: Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

132.2: Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.

RESOLUTION NO: 18-___

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 2 FOR THE 2017/2018
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR
SERVICES FOR THE GEORGE WASHINGTON ELEMENTARY
SCHOOL SIDEWALK IMPROVEMENT PROJECT AND
AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT**

WHEREAS: the Agreement for Services Funded by the City of Madera Community Development Block Grant (CDBG) to construct sidewalks, Americans with Disabilities Act (ADA) compliant corner ramps and approaches to Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School was approved by the City Council on September 20, 2017, and confirmation of the final formula allocation was received October 17, 2017;

WHEREAS: the 2017/2018 CDBG Annual Action Plan was submitted to the U.S. Department of Housing and Urban Development (HUD) on May 18, 2017 before the CDBG confirmation of the final formula allocations for all Entitlement Communities were announced, and;

WHEREAS: agreements with subrecipients are a central part of the subrecipient requirements of the CDBG program for Entitlement Communities and they provide a yardstick for monitoring subrecipient performance, and;

WHEREAS: the written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds, and;

WHEREAS: in consideration of the potential financial risk to the City, several City of Madera CDBG-funded services and projects elected not to incur expenses until confirmation of the final formula allocation, and;

WHEREAS: staff and the City Council acknowledge the factors with the potential to delay completion of the George Washington Elementary School Sidewalk Improvement Project, and;

WHEREAS: the period of performance from July 1, 2017 to June 30, 2018 is extended by Amendment No. 2 to July 1, 2017 to June 30, 2019.

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

1. The above recitals are true and correct.
2. Amendment No. 2 to the Agreement for Services funded by the City of Madera, California, to construct sidewalks, ADA compliant corner ramps and approaches to Lincoln Avenue, South Street and Austin Street adjacent to George Washington

Elementary School is on file in the office of the City Clerk and to which reference is hereby made for full particulars is hereby approved, and the Mayor is authorized and directed to execute Amendment No. 2 to the Agreement for and on behalf of the City of Madera.

3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grants Administrator.
4. This resolution is effective immediately upon adoption.
5. The Mayor is authorized to sign the Amendment.

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a project to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School are eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate first response to emergencies and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to purchase and install air conditioning and heating consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under

this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$185,836 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24

CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR'S staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'S failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor'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 Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor 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 Contractor 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 Contractor'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.

Contractor 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, Contractor 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 Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

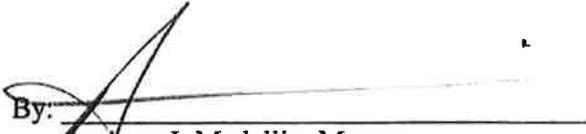
21. Entire Agreement

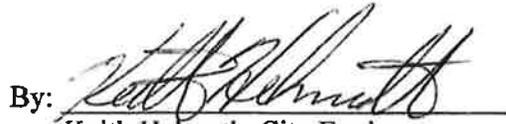
This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**THE CITY OF MADERA
ENGINEERING DEPARTMENT:**

By: 
Andrew J. Medellin, Mayor

By: 
Keith Helmuth, City Engineer

Date: 09/20/17

Date: 09/07/17

ATTEST:

APPROVED AS TO LEGAL FORM:

By: 
Sonia Alvarez, City Clerk

By: 
Brent Richardson, City Attorney

Date: 09/20/17

Date: 09/20/17 



RESOLUTION NO. 17- 141

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA ENGINEERING DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department, to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construct ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility, and traffic circulation at the intersection, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

PASSED AND ADOPTED by the City Council of the City of Madera this 20th day of September, 2017 by the following vote:

AYES: Mayor Medellin, Council Members Foley Gallegos, Rodriguez, Holley, Robinson, Oliver, Rigby.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:



ANDREW J. MEDELLIN, Mayor

ATTEST:



SONIA ALVAREZ, City Clerk

APPROVED AS TO LEGAL FORM:



BRENT RICHARDSON, City Attorney





CITY OF MADERA
ENGINEERING DIVISION
205 W. 4TH STREET MADERA, CA 93637
Tel: (559) 661-5418 - **Fax:** (559) 675-6605

Date: January 11, 2018
To: Ivette Iraheta, Grants Administrator
From: Keith Helmuth, City Engineer *2/1/18*
Subject: Request for Extension for George Washington Elementary School Sidewalk Improvements Project and Scope Modifications

The Engineering Department is requesting a one-year extension to the Agreement dated July 1, 2017 and further amended on November 15, 2017 for the CDBG funded Sidewalks and ADA ramps adjacent to George Washington Elementary Project in accordance with Section 6. Period of Performance.

The City of Madera received confirmation of a CDBG grant for sidewalk improvements by George Washington Elementary School in late September, 2017. The project was given a contract expiration date of June 30, 2018. Since being notified of the award, a number of concerns have surfaced that have either reduced the originally anticipated one year time available for the project or caused the project design time to increase. Those concerns include:

- City of Madera received confirmation for CDBG grant in late September. Commencing work prior to confirmation might have represented a risk for the City to expend money that had not yet been received.
- Right of Way acquisition, not previously anticipated is required at 8 parcels as a result of discovering that the original road construction was not centered on the street right-of-way;
- PG&E pole relocation is required along South Street. The process for relocating the PG&E poles may take 4 to 6 months. This would jeopardize the contract expiration date of June 30, 2018.

It is therefore requested that an extension of one year be granted in order to accommodate the completion of the project including punch list items, release of retention, invoicing and completing final closeout documents. The engineering department is requesting an extension to June 30, 2019.

Furthermore, the project activity description specifically states the project will install 5-foot wide sidewalks. During pre-design activities, it has been determined that construction of 5-foot wide sidewalks at all locations may not be feasible due to available right of way or other constructability constraints. All sidewalks will be ADA compliant.

If you have any questions, or need additional information, please contact Victor Aldama, Assistant Engineer, in our department.

**CDBG PROJECT SCHEDULE FOR
George Washington Elementary School Sidewalk
Improvements**

| Item of Work | Date |
|---|--------------------------|
| Awarded CDBG Funds | September 17 |
| Begin Preliminary Design, Environmental and Right Away Research | October 17- January 18 |
| R/W Acquisition | February 18 - March 18 |
| Begin Design of Project | April 18 - October 18 |
| Advertise for Construction | November 18 - January 19 |
| Construction Period 45 Day Construction Period | February 19 - April 19 |
| Finalize Project | May 19 - June 19 |

**AMENDMENT NO 2 TO THE AGREEMENT FOR SERVICES FUNDED BY THE
CITY OF MADERA'S COMMUNITY DEVELOPMENT BLOCK GRANT FOR
SERVICES FOR THE GEORGE WASHINGTON ELEMENTARY
SCHOOL SIDEWALK IMPROVEMENT PROJECT**

This Amendment No. 2 to the Agreement for Services to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the City of Madera Engineering Department (hereinafter called ("CONTRACTOR")) is entered this 7th day of February 2018.

WITNESSETH

WHEREAS, CITY has provided funding for services to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School, hereinafter called "Project", and

WHEREAS, CITY and CONTRACTOR entered into an Agreement Dated July 1, 2017 to carry out the Project, and;

WHEREAS, the City Council approved Resolution No. 17-187 to amend the Agreement on November 15, 2017, and;

WHEREAS, it was nearly four months into the FY before Engineering could affectively begin work without placing the City at risk, and upon confirmation of the final formula allocation, City of Madera Engineering staff initiated the project and identified a need not previously anticipated to acquire right-of-way for eight parcels, also, after initiating the project, the need for PG&E to relocate utility poles, an approximately four-to six- month process, was identified, and the Engineering Department also acknowledged that 5-foot sidewalks were not feasible in all locations, however; all sidewalks shall be ADA compliant.

WHEREAS, CONTRACTOR has requested an extension to the Period of Performance, and;

WHEREAS, Amendment No. 2 is necessary to revise the Agreement.

NOW THEREFORE:

The parties hereto mutually agree as follows:

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Attachment D

Item No. 1: Paragraph 1 of the Agreement shall be Amended to read as follow:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference. Where physical obstructions result in significant unanticipated costs or impacts on adjacent properties to maintain a full 5-foot wide sidewalk, the sidewalks may be reduced to the extent that ADA is still met but not less than 4-feet.

Item No. 2: Paragraph 6 of the Agreement shall be Amended to read as follows:

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the City.

**THE CITY OF MADERA ENGINEERING
DEPARTMENT**

By: _____
Keith Helmuth, City Engineer

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of February 7, 2018

Agenda Item B-8

Approved by:

Juette Frabets
GRANTS ADMINISTRATOR

Steve Frayler
INTERIM CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE APPOINTMENT OF SANTOS GARCIA TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REVIEW AND ADVISORY (RAC) COMMITTEE

RECOMMENDATION:

Staff recommends that Council approve a resolution authorizing Mr. Garcia's appointment to the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC).

DISCUSSION:

The RAC provides the Council with recommendations for the allocation of CDBG funds through a public hearing process that allows for greater community involvement. Additionally, the committee monitors the City's compliance with the CDBG Consolidated Plan and our progress in implementing the Vision Madera 2025 Action Plan. After receiving input through this public process, the RAC makes recommendations regarding the allocation of CDBG funds that are consistent with both plans. Staff then takes these recommendations to Council, which ultimately decides the final allocation of this grant. The Council is not bound by the RAC's findings and may allocate CDBG funds according to their own preferences.

The appointment criteria of the RAC was amended to provide for a representative nominated by each Council Member and the Mayor. This seven-member body ensures a wider selection of potential candidates. The appointment criteria align the RAC's policies with other community advisory bodies and the composition of the City Council. Finally, the RAC is a discretionary part of the City's CDBG process and the Department of Housing and Urban Development (HUD) neither requires its formation nor prescribes its policies.

All RAC members shall serve for a period of time consistent with the Mayor's and Council Members' term.

FISCAL IMPACT:

The RAC operates as a volunteer advisory committee and its members do not receive compensation for their service. As a result, the RAC composition will not impact the General Fund.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The CDBG program has the potential to advance an extensive number of the Vision Plan's objectives and the RAC performs a valuable role in the community input process.

RESOLUTION NO. 18-__

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF
MADERA, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF
SANTOS GARCIA TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT REVIEW AND ADVISORY COMMITTEE**

WHEREAS, the City of Madera established the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC) to provide greater public input in the grant allocation process; and

WHEREAS, Council Member Robinson has identified his appointment to serve as his representative on the RAC.

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. Santos Garcia is hereby appointed to the CDBG Review and Advisory Committee of the City of Madera for the term prescribed by Ordinance.
3. This resolution is effective immediately upon adoption.

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

Member of Madera County Democratic Central Committee, Madera Democratic Club and Madera Votes a non-partisan voter registration organization.

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

As a citizen of madera, I am interested in giving back to my community. Our elected officials sacrifice their time to make Madera a good place to raise our families, I want to do the same.

REFERENCES (Optional):

1/17/2018

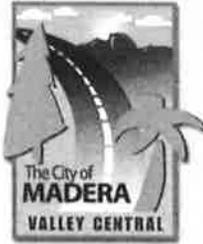
DATE



SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

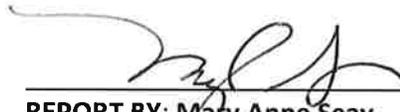
CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax



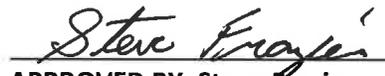
REPORT TO CITY COUNCIL

COUNCIL MEETING OF February 7, 2018

AGENDA ITEM NUMBER B-9



REPORT BY: Mary Anne Seay
Director of Parks & Community Services



APPROVED BY: Steve Frazier
Interim City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPOINTING KAREN HUERTA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

RECOMMENDATION:

Staff recommends that the Council adopt a Resolution appointing Karen Huerta to the City of Madera Beautification Committee.

DISCUSSION:

The City of Madera Beautification Committee is a City Council appointed advisory body that focuses on efforts to enhance the aesthetic appearance of the community. The Committee supports and encourages public participation with regard to beautification, and serves as an advocate for ongoing beautification activities throughout the City.

Committee members serve four-year terms coinciding with the term of the Mayor or Council Person who put their name forward for consideration. In the event that either the Council

Person or the Beautification Committee Member's tenure is shorter than 4 years, the Beautification Committee Member's term will coincide with the appointing Council Member's term.

The seven-member volunteer panel has been active in drafting and reviewing landscape design standards, engaging in landscape award programs and participating in special projects such as community-wide days of service. Most recently, the Beautification Committee has focused its energy on landscape awards, rewarding and advocating water conservation efforts, review of Parks Capital projects and assisting with the planning of a volunteer event downtown.

Councilwoman Foley Gallegos has indicated that she would like to appoint Karen Huerta to the Beautification Committee. In addition to being a proud life-long Maderan, Mrs. Huerta has many civic ties including experience with many local service and volunteer groups. She has served on or participated in Madera's Foundation for Athletic Needs (FAN), booster organizations, support for cheer and dance groups, as well as youth football program support (see attached application).

The existing Committee is made up of the following Mayor/Council appointed residents:

| | |
|-------------------------------------|---------------------------------|
| Mayor (Medellin) | Rosanne Bonilla |
| Council District 1 (Foley Gallegos) | Karen Huerta (pending approval) |
| Council District 2 (Jose Rodriguez) | Rohi Zacharia |
| Council District 3 (Oliver) | Dynette Fernandez |
| Council District 4 (Robinson) | Kristi Anderson |
| Council District 5 (Rigby) | Karen Brown |
| Council District 6 (Holley) | Maxine Barnett |

FINANCIAL IMPACT:

There are no General Fund impacts from the recommended action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Many elements in the adopted Vision Plan represent an effort to beautify Madera. Consequently the recommended actions support and facilitate Vision Madera 2025. Specific elements of the Committee's efforts are closely linked to the following vision plan strategies and actions:

| | |
|---------------------|---|
| Strategy 413 | Develop volunteer opportunities to help maintain and enhance community spaces. |
| Action 134.1 | Consider establishment of design/landscape standards for neighborhoods and business construction. |
| Action 126.2 | Analyze best practices for street and median island beautification program. |
| Action 134.2 | Consider establishment of Tree Canopy Standards and shading requirements. |
| Action 401.2 | Develop Master Tree Plan to include city-approved tree list. |

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPOINTING KAREN HUERTA TO THE CITY OF MADERA
BEAUTIFICATION COMMITTEE**

WHEREAS, a vacancy exists in the City of Madera Beautification Committee for the office of Council Member Foley Gallegos; and

WHEREAS, Council in previous action has adopted an Ordinance that specifies nomination and appointment procedures, and terms of office for members of City Boards and Commissions; and

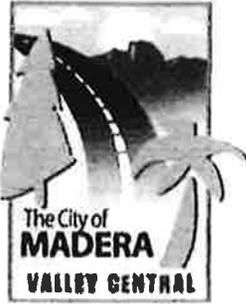
WHEREAS, Karen Huerta has been duly nominated by Council Member Foley Gallegos to fill the vacancy; and

WHEREAS, the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

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

1. The recitals listed above are true and correct.
2. Karen Huerta is hereby appointed to the Beautification Committee of the City of Madera for the term prescribed by Ordinance.
3. 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 checked="" 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 type="checkbox"/> Planning Commission | <input type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

| | | |
|-----------------|------------------------------|----------------|
| Huerta | Karen | |
| LAST NAME | FIRST NAME | M.I. |
| ██████████ | Madera, CA 93638 | ██████████ |
| HOME ADDRESS | CITY, STATE, ZIP | HOME PHONE |
| Same | | |
| MAILING ADDRESS | CITY, STATE ZIP | E-MAIL ADDRESS |
| Etendue | Planner, Clerk, Food Handler | ██████████ |
| EMPLOYER | JOB TITLE | BUSINESS PHONE |
| | | |

| | | |
|---|--|--|
| LENGTH OF RESIDENCE IN CITY OF MADERA 40 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 |
|---|--|--|

EDUCATIONAL BACKGROUND:

Madera High School Graduate

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

Youth Football, Madera High Booster, Madera High Pep & Cheer, MHS Floating Building for Class of 2015, 2016 and MHS Pep & Cheer, PAC Studios Dance Moms, Chair of Fundrasiers Clubs, FAN (Foundation for Athletic Needs), Site Council for Madera High School.

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

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I love the City of Madera, I am a born and raised Maderan. I feel it is important for our City to always look it's best for our community. My Husband had to step down because of a job change and I know I can bring so much to this committee. When Councilwoman Gallegos spoke with me about replace Chris for this position I was truly honored. I will do my best to be a part of keeping Madera BEAUTIFUL! I am also an amateur photographer and will be trying to capture some great pictures of our city.

REFERENCES (Optional):

Natalie Garcia

Joe Valladares

Dec 21, 2017
DATE

[Handwritten Signature]
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

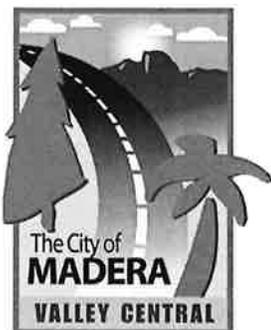
**CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax**

**RECEIVED
OFFICE OF THE CITY CLERK**

JAN 22 2018

BY *[Handwritten Signature]*

REPORT TO CITY COUNCIL



Council Meeting of February 7, 2018

Agenda Item Number B-10

Approved by:

Wendy Zilva
Department Director

Steve Franzen
City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Mid-Management Employee Group Relating to California Overtime Compliance and the Assigned Salary Range for the Wastewater Treatment Plant Manager Position and Authorizing the Interim City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and Mid-Management Employee Group (MM) and authorizing the Interim City Administrator to execute the agreement.

HISTORY

The City and MM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The MOU provides for wages, hours and other terms and conditions of employment negotiable under the Meyers Milias Brown Act.

SITUATION

The proposed Side Letter Agreement addresses two separate issues. The first is compliance with California wage and overtime laws. With the increase in the state minimum wage that was effective January 1, some positions represented by Mid-Management continue to be overtime exempt under Federal standards but will be eligible for overtime under California law. This only affects a handful of positions and only at certain steps on the assigned salary ranges for those positions. The proposed Side Letter Agreement modifies the language in the existing MOU to allow for payment of overtime or accrual of Compensatory Time Off for any employees represented by MM that would qualify for overtime pay under California law. This currently only affects two employees and staff believes that the fiscal impact will be minimal at best. The chart below shows which positions are affected and the shaded pay steps represent the steps at which employees in those positions would be eligible for overtime based on the current California laws.

| Job Title | A | B | C | D | E | F |
|--|---------|---------|---------|---------|---------|---------|
| Human Resources Technician | \$17.44 | \$18.31 | \$19.23 | \$20.19 | \$21.20 | \$22.26 |
| Human Resources Technician II | \$19.27 | \$20.23 | \$21.24 | \$22.31 | \$23.42 | \$24.59 |
| Accountant I | \$20.46 | \$21.48 | \$22.55 | \$23.68 | \$24.87 | \$26.11 |
| Executive Secretary | \$21.29 | \$22.36 | \$23.47 | \$24.65 | \$25.88 | \$27.18 |
| Executive Secretary to City Administrator | \$21.29 | \$22.36 | \$23.47 | \$24.65 | \$25.88 | \$27.18 |
| Executive Secretary to the Chief of Police | \$21.29 | \$22.36 | \$23.47 | \$24.65 | \$25.88 | \$27.18 |
| Utility Billing Supervisor | \$21.72 | \$22.81 | \$23.95 | \$25.14 | \$26.40 | \$27.72 |
| Parks Supervisor | \$21.83 | \$22.92 | \$24.07 | \$25.27 | \$26.53 | \$27.86 |

The second issue addressed in the proposed Side Letter Agreement relates to assigned salary ranges for Wastewater Treatment Plant (WWTP) employees. Council previously took action on a Side Letter Agreement with the General Bargaining Unit represented by Operating Engineers Local Union No. 3 (OE3) to adjust base salary for WWTP positions. One WWTP position, the Wastewater Treatment Plant Manager, is represented by MM.

Due to ongoing difficulties in recruiting to fill vacancies at the WWTP, the City requested to meet and confer on compensation for the WWTP positions represented by both OE3 and MM. The wastewater industry is experiencing a significant shortage of certified operators and the City is seeing the principles of supply and demand in action. Staffing of operators in compliance with State regulations at the City's plant is at a critical point and unless the situation is improved, the City will not be able to staff the plant with its own employees.

The City has historically placed its compensation at market median, however the industry shortage has significantly limited the City's ability to hire. The City has been attempting to hire certified operators for approximately a year and a half with limited success at best. The City has had to begin staffing the WWTP with temporary employees through an agency, which is not a long term solution and is more expensive than employing our own workers. We have received specific feedback from several candidates who were eligible for hire that compensation is the reason they are not considering accepting employment with the City.

The City met and conferred in good faith with both OE3 and MM and discussed the market conditions related to WWTP compensation. Based on those negotiations, it was recommended that the WWTP Operator II position be tied internally on the salary schedule to the Water System Technician position. Both positions require similar duties, responsibilities, skill levels and state certifications. The remaining WWTP positions represented by OE3 were then adjusted by the same factor to maintain the internal relationships between positions at the WWTP. The proposed Side Letter Agreement with MM applies the same adjustment for the Manager position. This adjustment would place the WWTP Manager position on City of Madera Schedule M as follows:

| Job Title | Range | Bi-Weekly Pay Rate | | | | | |
|--------------|-------|--------------------|------------|------------|------------|------------|------------|
| | | A | B | C | D | E | F |
| WWTP Manager | 459 | \$3,241.46 | \$3,403.53 | \$3,573.44 | \$3,752.16 | \$3,939.69 | \$4,137.02 |

A Side Letter Agreement between the City and MM has been prepared to capture these changes to overtime eligibility and pay along with pay for the WWTP Manager position.

FISCAL IMPACT

There is minimal anticipated fiscal impact for the two employees that will be affected by the changes to California overtime rules. If the employees continue to perform their duties in a satisfactory manner, both will be eligible for a step increase within the next 6-months that would place them back in the overtime-exempt category. During that time, the applicable department has indicated that overtime will be limited to mandatory work and otherwise denied unless business necessity mandates the work be completed on overtime.

The change to the assigned salary range for the WWTP Manager will increase the costs of salary and benefits associated with the position. These increased costs will be incurred in the Sewer Fund and on an annual basis the estimated increase is calculated at \$21,780.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND MID-
MANAGEMENT EMPLOYEE GROUP RELATING TO CALIFORNIA OVERTIME COMPLIANCE
AND THE ASSIGNED SALARY RANGE FOR THE WASTEWATER TREATMENT PLANT
MANAGER POSITION AND AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE
THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, the City and the Mid-Management Employee Group (MM) entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the City requested to meet and confer regarding California wage and overtime regulations as well as compensation for Wastewater Treatment Plant positions represented by MM due to a significant market shortage in certified operators and the City's inability to recruit and hire certified operators; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate sections of the MOU and such side letter agreement is acceptable to all parties.

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

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and the Mid-Management Employee Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The Interim City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP**

Section 1: The parties have conferred, and do hereby agree that effective January 1, 2018, Article 7 - Overtime of the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to read as follows:

Article 7 - Overtime

Both the City and Mid-Management Group recognize that overtime rules are set at both the Federal and State level and these rules are not necessarily the same nor under control of the City or Group. It is the intent of the parties to comply with both Federal and State requirements on an ongoing basis. Both Federal and State regulations provide a 2-part test for determining whether a position is overtime exempt. The two parts are referred to as the duties test and the salaries test. All positions in the Mid-Management Group meet the duties test under either the 'Executive', 'Professional' or 'Administrative' exemption. As regulations change some positions will not meet the salary test at certain steps of their assigned salary range.

For any positions that do not meet either the Federal or State salary test at certain steps, employees working in those positions at those steps will be eligible for overtime pay as set by statute for all hours eligible for overtime under either the Federal or State statutes. Employees may elect to accrue equivalent Compensatory Time Off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. The CTO time bank for each employee shall be capped at 240 hours.

Employees eligible to accrue CTO as well as employees who have a remaining CTO balance from prior positions or pay rates that were eligible for overtime who have a CTO balance on the books may make an annual request to cash-out CTO. Specifically, the employee may request an annual cash-out of CTO in writing to the payroll department no later than August 31 of each year to be paid the second payroll in September.

In recognition of the fact that all positions in the Mid-Management Group are expected to work all reasonable hours necessary to accomplish assigned tasks the represented positions will be credited with five days (40 Hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

Generally, a regular workweek shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing City Personnel Rules and Regulations. Work schedules may be

5/8s, 4/10s or a 9/80 schedule. Authority to work a 4/10 or 9/80 schedule will be granted with the approval of the City Administrator and the Department Head provided public service hours are not adversely impacted and customer service is maintained. Employees approved to work a 4/10 or 9/80 work schedule must commit to that work schedule for at least one year unless an unforeseen emergency dictates a return to his/her prior work schedule. Any request to modify an approved 4/10 or 9/80 work schedule must also include a commitment to maintain the modification for at least one year. Requests to discontinue a 4/10 or 9/80 work schedule within one year of approval and all requests to modify a 4/10 or 9/80 work schedule must be approved by the City Administrator and Department Head.

Section 2: Additionally the parties have conferred, and do hereby agree, that the assigned salary range from City of Madera Schedule M will be as represented below for the listed position effective the first whole pay period following adoption of this Side Letter by the City Council:

| Job Title | Range | Bi-Weekly Pay Rate | | | | | |
|--------------|-------|--------------------|------------|------------|------------|------------|------------|
| | | A | B | C | D | E | F |
| WWTP Manager | 459 | \$3,241.46 | \$3,403.53 | \$3,573.44 | \$3,752.16 | \$3,939.69 | \$4,137.02 |

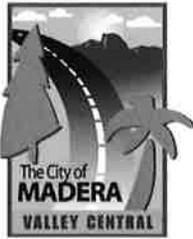
This Side Letter Agreement is effective upon adoption and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.


 Eric Battles
 Mid-Management President

 Steve Frazier
 Interim City Administrator

1/23/18
 Date

 Date



REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of: February 7, 2018

Agenda Number: B-11

SUBJECT: Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2017

RECOMMENDATION: Staff recommends the Council approve and accept the City of Madera Investment Report for the quarter ending December 31, 2017 as presented by minute order.

DISCUSSION: The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detailed information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. The Finance Director hereby submits the report for the quarter ending December 31, 2017.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we considered to be an independent source for such information. After reviewing the information included in the attached Investment Report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera November 2017 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the City's investment program out-performed the LAIF benchmark, with a 1.66% yield as compared to 1.24% for the Local Agency Investment Fund [LAIF]. However, the 2-Year Treasury benchmark ended the quarter with a 1.89% rate versus a 1.66% rate for the City's portfolio. Total Market Value of the City's investments equaled \$63.5 million as of December 31, 2017, with Federal Agency Securities, Local Agency Investment Fund [LAIF], Medium Term Notes and Negotiable Certificates of Deposit Securities making up 78.3% of that total.

Below is a chart from Bloomberg, showing the rise in interest rates for the 2-Year Treasuries over the last twelve months, through January 29, 2018:



The above chart demonstrates that the 2-Year Treasury jumped from roughly 1.45% at the end of September to roughly 1.9% by the end of December. The good news here is that the City of Madera will be able to purchase investments with a higher yield as rates increase. The not-so-good news is that the City will experience a market loss on the investments that have been purchased when rates were lower. This market loss is not a realized loss, but rather it is a “paper loss”. The City typically purchases investments and holds them until maturity, earning the expected rate of return over the life of the investment, based on the purchase price of the investments at the time they were purchased. These market losses would only become realized losses if we sold them before maturity at the lower market value, which results from rising interest rates. The practice of the City of Madera has been to ladder out its investments over 5 years to obtain a higher yield than shorter-term investments earn. As the earliest investments mature, they will be replaced with investments at the then-current rates. The City has approximately \$10MM maturing in 2018 with rates ranging between 0.75% and 1.65%. It is expected that the City will invest these maturities at significantly higher rates.

Staff has anticipated the above-mentioned effects of the rising interest rates. To minimize market loss, about \$5 million has been placed in LAIF over that past year, rather than purchasing fixed income instruments such as Certificates of Deposit and Agency Bonds. We have also purchased more fixed income investments in the 2 to 3-year maturity range, which has less exposure to market loss and allows us to reinvest sooner and hopefully at higher rates. As rates increase, more funds will likely be invested out over 5 years in these other fixed income instruments such as Certificates of Deposit, Agency Bonds and possibly Treasuries, which will realize a higher rate of return on investment than LAIF.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of December 31, 2017. All holdings are in line with the November 2017 investment policy.

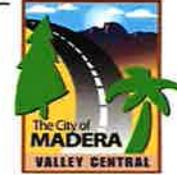
FINANCIAL IMPACT: There is no fiscal impact of the Council's acceptance of this Investment Report.

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.

CITY OF MADERA

Council Investment Report

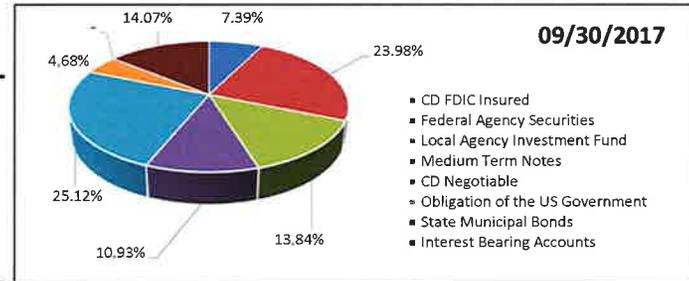
December 31, 2017



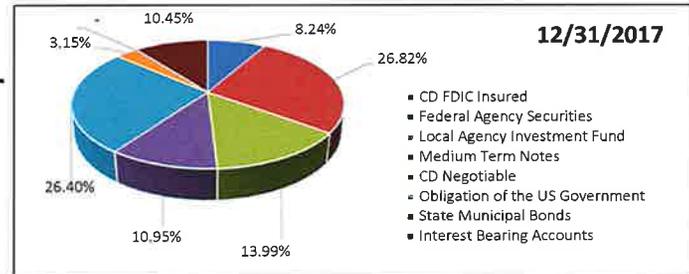
| Benchmark Performance | Beginning Balance | Ending Balance |
|------------------------|-------------------|----------------|
| | 9/30/2017 | 12/31/2017 |
| Weighted Average Yield | 1.592 | 1.657 |
| LAIF | 1.11 | 1.24 |
| 2 Year Treasury | 1.47 | 1.89 |

Investment Policy Compliance

| Asset Class | % of Portfolio | YTM @Cost | Days to Maturity | Duration to Maturity | Book Value | Market Value |
|---------------------------------|----------------|---------------|------------------|----------------------|----------------------|----------------------|
| CD FDIC Insured | 7.39% | 1.936 | 1077 | 2.840 | 4,730,000.00 | 4,730,000.00 |
| Federal Agency Securities | 23.98% | 1.630 | 1227 | 3.250 | 15,500,000.00 | 15,346,735.00 |
| Local Agency Investment Fund | 13.84% | 1.111 | 1 | 0.000 | 8,857,309.42 | 8,857,309.42 |
| Medium Term Notes | 10.93% | 1.826 | 894 | 2.380 | 7,001,182.90 | 6,993,630.00 |
| CD Negotiable | 25.12% | 1.703 | 787 | 2.090 | 16,071,000.00 | 16,078,949.47 |
| Obligation of the US Government | 4.68% | 1.126 | 152 | 0.420 | 2,996,891.67 | 2,995,640.00 |
| State Municipal Bonds | - | - | - | - | - | - |
| Interest Bearing Accounts | 14.07% | - | - | - | 9,006,590.62 | 9,006,590.62 |
| Total / Average | 100.00% | 1.592% | 787 | 2.090 | 64,162,974.61 | 64,008,854.51 |



| Asset Class | % of Portfolio | YTM @Cost | Days to Maturity | Duration to Maturity | Book Value | Market Value |
|---------------------------------|----------------|---------------|------------------|----------------------|----------------------|----------------------|
| CD FDIC Insured | 8.24% | 1.977 | 1077 | 2.830 | 5,229,000.00 | 5,229,000.00 |
| Federal Agency Securities | 26.82% | 1.700 | 1195 | 3.170 | 17,291,469.83 | 17,025,423.00 |
| Local Agency Investment Fund | 13.99% | 1.239 | 1 | 0.000 | 8,881,282.25 | 8,881,282.25 |
| Medium Term Notes | 10.95% | 1.826 | 801 | 2.130 | 7,001,050.59 | 6,951,060.00 |
| CD Negotiable | 26.40% | 1.721 | 714 | 1.900 | 16,815,000.00 | 16,755,266.11 |
| Obligation of the US Government | 3.15% | 1.181 | 105 | 0.290 | 1,999,018.82 | 1,997,030.00 |
| State Municipal Bonds | - | - | - | - | - | - |
| Interest Bearing Accounts | 10.45% | - | - | - | 6,631,564.30 | 6,631,564.30 |
| Total / Average | 100.00% | 1.657% | 769 | 2.040 | 63,848,385.79 | 63,470,625.66 |

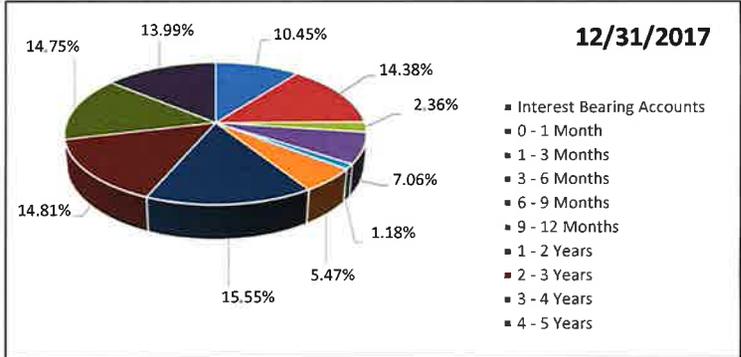


| Investment Policy Compliance | Max | Max Maturity | Compliance |
|---------------------------------|-----|--------------|------------|
| CD FDIC Insured | 30% | 5 Years | Yes |
| Federal Agency Securities | 90% | 5 Years | Yes |
| Local Agency Investment Fund | 65M | n/a | Yes |
| Medium Term Notes | 30% | 5 Years | Yes |
| CD Negotiable | 30% | 5 Years | Yes |
| Obligation of the US Government | 90% | 5 Years | Yes |
| State Municipal Bonds | 20% | 5 Years | Yes |
| Interest Bearing Accounts | 20% | n/a | Yes |



Investment Policy Compliance - by Maturity Range

| Maturity Range | % of Portfolio | YTM @Cost | Days to Maturity | Duration to Maturity | Book Value | Market Value |
|----------------------------------|----------------|--------------|------------------|----------------------|----------------------|----------------------|
| Interest Bearing Accounts | 10.45% | - | - | - | 6,631,564.30 | 6,631,564.30 |
| 0 - 1 Month | 14.38% | 1.241 | 1 | 0.000 | 9,129,282.25 | 9,129,304.57 |
| 1 - 3 Months | 2.36% | 1.310 | 63 | 0.170 | 1,497,060.30 | 1,497,047.55 |
| 3 - 6 Months | 7.06% | 1.261 | 149 | 0.410 | 4,486,793.27 | 4,481,756.68 |
| 6 - 9 Months | 1.18% | 1.366 | 250 | 0.680 | 747,000.00 | 746,804.08 |
| 9 - 12 Months | 5.47% | 1.375 | 339 | 0.920 | 3,485,000.00 | 3,474,422.84 |
| 1 - 2 Years | 15.55% | 1.643 | 570 | 1.540 | 9,913,356.76 | 9,867,012.38 |
| 2 - 3 Years | 14.81% | 1.730 | 950 | 2.550 | 9,502,469.83 | 9,400,017.91 |
| 3 - 4 Years | 14.75% | 1.844 | 1308 | 3.470 | 9,489,859.08 | 9,360,833.15 |
| 4 - 5 Years | 13.99% | 2.218 | 1664 | 4.330 | 8,966,000.00 | 8,881,862.20 |
| Total/Average | 100.00% | 1.657 | 769 | 2.040 | 63,848,385.79 | 63,470,625.66 |



City of Madera
Council Investment Report
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Market Value
Portfolio / Report Group: Report Group: Quarterly Report with Bank Accounts
As of 12/31/2017

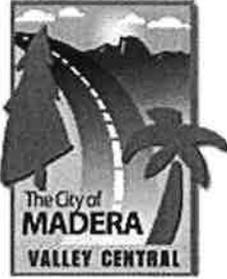
| Description | CUSIP/Ticker | % of Portfolio | Security Type | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | Maturity Date | Days To Maturity |
|---|----------------|----------------|------------------------|-----------------|--------------|---------------------|---------------------|---------------------|---------------|------------------|
| FDIC Insured Certificate of Deposit | | | | | | | | | | |
| Allegiance Bank 1.5 6/29/2019 | CD-58629 | 0.39 | Certificate Of Deposit | 12/29/2016 | 1.500 | 249,000.00 | 249,000.00 | 249,000.00 | 6/29/2019 | 545 |
| Banc of California 2.6 12/28/2022 | CD-BANCOFCA | 0.39 | Certificate Of Deposit | 12/28/2017 | 2.600 | 249,000.00 | 249,000.00 | 249,000.00 | 12/28/2022 | 1,823 |
| Dickinson County Bank 2.5 7/24/2022 | CD-12425 | 0.39 | Certificate Of Deposit | 7/24/2017 | 2.500 | 249,000.00 | 249,000.00 | 249,000.00 | 7/24/2022 | 1,666 |
| First Community Bank 2.1 8/19/2021 | CD-16197 | 0.39 | Certificate Of Deposit | 8/19/2016 | 2.100 | 249,000.00 | 249,000.00 | 249,000.00 | 8/19/2021 | 1,327 |
| First Internet Bank of Indiana 1.65 1/30/2020 | CD-34607B | 0.39 | Certificate Of Deposit | 1/30/2017 | 1.650 | 249,000.00 | 249,000.00 | 249,000.00 | 1/30/2020 | 760 |
| First Republic Bank 2.23 7/10/2022 | CD-3510 | 0.39 | Certificate Of Deposit | 7/13/2017 | 2.230 | 249,000.00 | 249,000.00 | 249,000.00 | 7/10/2022 | 1,652 |
| First Utah Bank 2.23 1/7/2020 | CD-1813 | 0.39 | Certificate Of Deposit | 1/7/2015 | 2.230 | 249,000.00 | 249,000.00 | 249,000.00 | 1/7/2020 | 737 |
| Habib Bank 1.29 9/3/2018 | CD-4587E | 0.39 | Certificate Of Deposit | 9/3/2017 | 1.290 | 250,000.00 | 250,000.00 | 250,000.00 | 9/3/2018 | 246 |
| Home City Federal Savings Bank 1.83 2/9/2019 | CD-2855 | 0.39 | Certificate Of Deposit | 2/9/2015 | 1.830 | 249,000.00 | 249,000.00 | 249,000.00 | 2/9/2019 | 405 |
| IDB Bank 2.1 9/30/2021 | CD-IDB093016 | 0.39 | Certificate Of Deposit | 9/30/2016 | 2.100 | 248,000.00 | 248,000.00 | 248,000.00 | 9/30/2021 | 1,369 |
| Kansas State Bank 2.05 6/13/2021 | CD-19899 | 0.39 | Certificate Of Deposit | 6/13/2016 | 2.050 | 249,000.00 | 249,000.00 | 249,000.00 | 6/13/2021 | 1,260 |
| Latino Credit Union 2.15 5/22/2022 | CD-8104945 | 0.39 | Certificate Of Deposit | 5/22/2017 | 2.150 | 249,000.00 | 249,000.00 | 249,000.00 | 5/22/2022 | 1,603 |
| Pentagon Federal Credit Union 2.25 10/16/2022 | CD-1234C | 0.39 | Certificate Of Deposit | 10/16/2017 | 2.250 | 249,000.00 | 249,000.00 | 249,000.00 | 10/16/2022 | 1,750 |
| Rio Grande Credit Union 2.13 6/13/2021 | CD-62573 | 0.39 | Certificate Of Deposit | 6/13/2016 | 2.130 | 249,000.00 | 249,000.00 | 249,000.00 | 6/13/2021 | 1,260 |
| Royal Business Bank 1.36 9/20/2018 | CD-5881B | 0.39 | Certificate Of Deposit | 3/20/2017 | 1.360 | 249,000.00 | 249,000.00 | 249,000.00 | 9/20/2018 | 263 |
| Security State Bank 1.935 10/26/2021 | CD-SECSTBK16 | 0.39 | Certificate Of Deposit | 10/26/2016 | 1.935 | 249,000.00 | 249,000.00 | 249,000.00 | 10/26/2021 | 1,395 |
| SouthEast Bank 2.485 7/24/2022 | CD-57348B | 0.39 | Certificate Of Deposit | 8/8/2017 | 2.485 | 249,000.00 | 249,000.00 | 249,000.00 | 7/24/2022 | 1,666 |
| Start Community Bank 1.49 4/26/2019 | CD-START102616 | 0.39 | Certificate Of Deposit | 10/26/2016 | 1.490 | 249,000.00 | 249,000.00 | 249,000.00 | 4/26/2019 | 481 |
| State Bank of Chandler 2 8/17/2021 | CD-8858 | 0.39 | Certificate Of Deposit | 8/19/2016 | 2.000 | 249,000.00 | 249,000.00 | 249,000.00 | 8/17/2021 | 1,325 |
| Triumph Savings Bank 1.393 9/30/2018 | CD-6749B | 0.39 | Certificate Of Deposit | 9/30/2016 | 1.393 | 250,000.00 | 250,000.00 | 250,000.00 | 9/30/2018 | 273 |
| Vibrant Credit Union 2.25 3/22/2020 | CD-61093 | 0.39 | Certificate Of Deposit | 3/23/2016 | 2.250 | 248,000.00 | 248,000.00 | 248,000.00 | 3/22/2020 | 812 |
| Sub Total / Average | | 8.24 | | | 1.977 | 5,229,000.00 | 5,229,000.00 | 5,229,000.00 | | 1,077 |
| Federal Agency Securities | | | | | | | | | | |
| FFCB 1.375 12/21/2018-16 | 3133EFSW8 | 1.57 | FFCB Bond | 12/21/2015 | 1.375 | 1,000,000.00 | 1,000,000.00 | 994,760.00 | 12/21/2018 | 355 |
| FFCB 1.54 12/14/2020-17 | 3133EGEU5 | 0.77 | FFCB Bond | 6/14/2016 | 1.540 | 500,000.00 | 500,000.00 | 491,795.00 | 12/14/2020 | 1,079 |
| FFCB 1.59 9/14/2020-18 | 3133EHYL1 | 2.02 | FFCB Bond | 10/26/2017 | 1.841 | 1,300,000.00 | 1,290,900.00 | 1,281,553.00 | 9/14/2020 | 988 |
| FFCB 2.05 8/8/2022 | 3133EHTY9 | 1.55 | FFCB Bond | 8/8/2017 | 2.050 | 1,000,000.00 | 1,000,000.00 | 980,670.00 | 8/8/2022 | 1,681 |
| FHLB 1.25 6/29/2018-16 | 3130A6WT0 | 1.57 | FHLB Bond | 12/29/2015 | 1.250 | 1,000,000.00 | 1,000,000.00 | 998,140.00 | 6/29/2018 | 180 |

| Description | CUSIP/Ticker | % of Portfolio | Security Type | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | Maturity Date | Days To Maturity |
|--|--------------|----------------|----------------------------------|-----------------|--------------|----------------------|----------------------|----------------------|---------------|------------------|
| FHLB 1.45 12/15/2020-16 | 3130A8EM1 | 0.77 | FHLB Bond | 6/15/2016 | 1.450 | 500,000.00 | 500,000.00 | 491,845.00 | 12/15/2020 | 1,080 |
| FHLB 2.1 5/18/2022-18 | 3130ABCS3 | 1.55 | FHLB Bond | 5/18/2017 | 2.100 | 1,000,000.00 | 1,000,000.00 | 983,670.00 | 5/18/2022 | 1,599 |
| FHLB 2.125 8/26/2022-18 | 3130AC6U3 | 1.54 | FHLB Bond | 8/30/2017 | 2.125 | 1,000,000.00 | 1,000,000.00 | 979,420.00 | 8/26/2022 | 1,699 |
| FHLB 2.15 12/28/2021-17 | 3130AAEX2 | 1.56 | FHLB Bond | 12/28/2016 | 2.150 | 1,000,000.00 | 1,000,000.00 | 988,590.00 | 12/28/2021 | 1,458 |
| FHLB Step 11/23/2021-17 | 3130A9W80 | 1.55 | FHLB Bond | 11/23/2016 | 1.378 | 1,000,000.00 | 1,000,000.00 | 983,990.00 | 11/23/2021 | 1,423 |
| FHLMC 1.4 12/27/2019-17 | 3134G9SN8 | 1.56 | FHLMC Bond | 6/27/2016 | 1.400 | 1,000,000.00 | 1,000,000.00 | 988,980.00 | 12/27/2019 | 726 |
| FHLMC 2.25 7/26/2022-18 | 3134GBYP1 | 1.58 | FHLMC Bond | 7/26/2017 | 2.250 | 1,000,000.00 | 1,000,000.00 | 1,000,600.00 | 7/26/2022 | 1,668 |
| FHLMC 2.35 11/22/2022-18 | 3134GBX64 | 1.56 | FHLMC Bond | 11/22/2017 | 2.350 | 1,000,000.00 | 1,000,000.00 | 989,430.00 | 11/22/2022 | 1,787 |
| FHLMC Step 6/30/2021-16 | 3134G9WX1 | 1.54 | FHLMC Bond | 6/30/2016 | 1.348 | 1,000,000.00 | 1,000,000.00 | 979,430.00 | 6/30/2021 | 1,277 |
| FNMA 1.25 6/30/2020-16 | 3136G3WT8 | 1.54 | FNMA Bond | 6/30/2016 | 1.250 | 1,000,000.00 | 1,000,000.00 | 979,570.00 | 6/30/2020 | 912 |
| FNMA 1.375 12/30/2020-16 | 3136G3WP6 | 1.52 | FNMA Bond | 6/30/2016 | 1.375 | 1,000,000.00 | 1,000,000.00 | 965,400.00 | 12/30/2020 | 1,095 |
| FNMA 1.375 5/26/2020-17 | 3136G3QB4 | 0.78 | FNMA Bond | 5/26/2016 | 1.375 | 500,000.00 | 500,000.00 | 492,910.00 | 5/26/2020 | 877 |
| FNMA 1.55 10/28/2021-17 | 3136G4DX8 | 1.52 | FNMA Bond | 10/28/2016 | 1.550 | 1,000,000.00 | 1,000,000.00 | 965,000.00 | 10/28/2021 | 1,397 |
| FNMA 1.75 6/16/2021-16 | 3136G3QC2 | 0.77 | FNMA Bond | 6/16/2016 | 1.750 | 500,000.00 | 500,000.00 | 489,670.00 | 6/16/2021 | 1,263 |
| Sub Total / Average | | 26.82 | | | 1.700 | 17,300,000.00 | 17,290,900.00 | 17,025,423.00 | | 1,195 |
| Interest Bearing Accounts | | | | | | | | | | |
| Union Bank - General Fund Cash | CASH2166 | 8.61 | Cash | 6/30/2013 | 0.000 | 5,467,822.93 | 5,467,822.93 | 5,467,822.93 | N/A | 1 |
| Union Bank - Parking Fines Cash | CASH3596 | 0.13 | Cash | 6/30/2013 | 0.000 | 80,844.98 | 80,844.98 | 80,844.98 | N/A | 1 |
| Union Bank - Special Program Cash | CASH6508 | 0.29 | Cash | 6/30/2013 | 0.000 | 181,752.16 | 181,752.16 | 181,752.16 | N/A | 1 |
| Union Bank - Trust MM | MM4900 | 1.42 | Money Market | 6/30/2013 | 0.980 | 901,144.23 | 901,144.23 | 901,144.23 | N/A | 1 |
| Sub Total / Average | | 10.45 | | | 0.133 | 6,631,564.30 | 6,631,564.30 | 6,631,564.30 | | 1 |
| Local Agency Investment Fund | | | | | | | | | | |
| LAIF LGIP | LGIP0502 | 13.99 | Local Government Investment Pool | 6/30/2013 | 1.239 | 8,881,282.25 | 8,881,282.25 | 8,881,282.25 | N/A | 1 |
| Sub Total / Average | | 13.99 | | | 1.239 | 8,881,282.25 | 8,881,282.25 | 8,881,282.25 | | 1 |
| Medium Term Notes | | | | | | | | | | |
| Apple Inc 1.1 8/2/2019 | 037833CB4 | 1.55 | Corporate Bond | 11/8/2016 | 1.212 | 1,000,000.00 | 997,000.00 | 986,250.00 | 8/2/2019 | 579 |
| Apple Inc. 2.25 2/23/2021-21 | 037833BS8 | 1.57 | Corporate Bond | 1/24/2017 | 2.279 | 1,000,000.00 | 998,903.00 | 998,830.00 | 2/23/2021 | 1,150 |
| Microsoft Corp 1.55 8/8/2021-21 | 594918BP8 | 1.53 | Corporate Bond | 10/12/2016 | 1.637 | 1,000,000.00 | 996,000.00 | 973,670.00 | 8/8/2021 | 1,316 |
| Royal Bank of Canada 1.5 7/29/2019 | 78012KRK5 | 0.78 | Corporate Bond | 12/13/2016 | 1.853 | 500,000.00 | 495,500.00 | 494,285.00 | 7/29/2019 | 575 |
| Royal Bk CDA MTN 2.5 1/19/2021 | 78012KKU0 | 1.58 | Corporate Bond | 1/25/2016 | 2.301 | 1,000,000.00 | 1,009,300.00 | 1,002,960.00 | 1/19/2021 | 1,115 |
| Toronto Dominion Bank 1.4 4/30/2018 | 89114QAG3 | 0.79 | Corporate Bond | 9/29/2015 | 1.503 | 500,000.00 | 498,700.00 | 499,360.00 | 4/30/2018 | 120 |
| Toronto-Dominion Bank 1.95 1/22/2019 | 89114QBE7 | 0.79 | Corporate Bond | 3/24/2016 | 1.652 | 500,000.00 | 504,100.00 | 499,470.00 | 1/22/2019 | 387 |
| Toyota Motor Credit Corp 1.7 2/19/2019 | 89236TCU7 | 0.78 | Corporate Bond | 3/24/2016 | 1.473 | 500,000.00 | 503,210.00 | 497,775.00 | 2/19/2019 | 415 |
| Wells Fargo Bank NA 2.15 12/6/2019 | 94988J5G8 | 1.57 | Corporate Bond | 1/31/2017 | 2.096 | 1,000,000.00 | 1,001,490.00 | 998,460.00 | 12/6/2019 | 705 |
| Sub Total / Average | | 10.95 | | | 1.826 | 7,000,000.00 | 7,004,203.00 | 6,951,060.00 | | 801 |

| Description | CUSIP/Ticker | % of Portfolio | Security Type | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | Maturity Date | Days To Maturity |
|---|--------------|----------------|-----------------------------------|-----------------|------------|--------------------|------------|--------------|---------------|------------------|
| Negotiable Certificate of Deposit Securities | | | | | | | | | | |
| Access Nat'l Bank 1.25 3/29/2018 | 00432KDF7 | 0.39 | Certificate Of Deposit | 6/30/2015 | 1.250 | 249,000.00 | 249,000.00 | 248,915.34 | 3/29/2018 | 88 |
| Ally Bank 1.8 3/23/2020 | 02006LZ22 | 0.39 | Certificate Of Deposit | 3/23/2017 | 1.800 | 247,000.00 | 247,000.00 | 245,639.03 | 3/23/2020 | 813 |
| American Eagle Bank 2 3/8/2022 | 02554BCU3 | 0.39 | Negotiable Certificate Of Deposit | 9/8/2017 | 2.000 | 249,000.00 | 249,000.00 | 245,857.62 | 3/8/2022 | 1,528 |
| American Exp 2.35 5/10/2022 | 02587CEU0 | 0.39 | Negotiable Certificate Of Deposit | 5/10/2017 | 2.350 | 247,000.00 | 247,000.00 | 245,295.70 | 5/10/2022 | 1,591 |
| American Express Centurion Bank 2.2 11/29/2019 | 02587DWK0 | 0.39 | Negotiable Certificate Of Deposit | 12/1/2014 | 2.200 | 247,000.00 | 247,000.00 | 246,869.09 | 11/29/2019 | 698 |
| Banco Popular 2.25 10/7/2020 | 05965GVP8 | 0.39 | Negotiable Certificate Of Deposit | 10/7/2015 | 2.250 | 247,000.00 | 247,000.00 | 247,684.19 | 10/7/2020 | 1,011 |
| Bank Leumi USA 1.05 6/15/2018 | 063248FQ6 | 0.39 | Negotiable Certificate Of Deposit | 6/15/2016 | 1.050 | 248,000.00 | 248,000.00 | 247,454.40 | 6/15/2018 | 166 |
| Bank of Baroda 2.3 4/18/2022 | 06062Q3D4 | 0.39 | Certificate Of Deposit | 4/17/2017 | 2.300 | 247,000.00 | 247,000.00 | 246,560.34 | 4/18/2022 | 1,569 |
| Barclays Bank 1.9 4/15/2019 | 06740KGG6 | 0.39 | Negotiable Certificate Of Deposit | 4/15/2014 | 1.900 | 247,000.00 | 247,000.00 | 247,575.51 | 4/15/2019 | 470 |
| Belmont Savings Bank 1.4 6/26/2018 | 080515AU3 | 0.39 | Negotiable Certificate Of Deposit | 6/26/2014 | 1.400 | 248,000.00 | 248,000.00 | 248,012.40 | 6/26/2018 | 177 |
| Beneficial Mutual 1.55 11/16/2021 | 08173QBU9 | 0.38 | Certificate Of Deposit | 11/16/2016 | 1.550 | 248,000.00 | 248,000.00 | 240,676.56 | 11/16/2021 | 1,416 |
| Berkshire Bank 1.25 11/29/2018 | 084601GN7 | 0.39 | Certificate Of Deposit | 11/29/2016 | 1.250 | 248,000.00 | 248,000.00 | 247,008.00 | 11/29/2018 | 333 |
| BMW 2.2 9/30/2020 | 05560ACZ5 | 0.39 | Negotiable Certificate Of Deposit | 9/30/2015 | 2.200 | 247,000.00 | 247,000.00 | 247,701.48 | 9/30/2020 | 1,004 |
| Capital One Bank 2.1 10/1/2019 | 140420PN4 | 0.39 | Negotiable Certificate Of Deposit | 10/1/2014 | 2.100 | 248,000.00 | 248,000.00 | 248,186.00 | 10/1/2019 | 639 |
| Capital One NA 2.25 7/22/2020 | 14042E4Y3 | 0.39 | Negotiable Certificate Of Deposit | 7/22/2015 | 2.250 | 248,000.00 | 248,000.00 | 248,553.04 | 7/22/2020 | 934 |
| Carver Federal Savings Bank 2.15 12/29/2020 | 147005BD3 | 0.39 | Negotiable Certificate Of Deposit | 12/29/2017 | 2.150 | 247,000.00 | 247,000.00 | 246,750.53 | 12/29/2020 | 1,094 |
| Cit Bank Salt Lake City 2 5/28/2020 | 17284DBB7 | 0.39 | Certificate Of Deposit | 5/28/2015 | 2.000 | 247,000.00 | 247,000.00 | 246,510.94 | 5/28/2020 | 879 |
| Citizens Deposit Bank of Arlington 2.05 8/22/2022 | 17453FBZ4 | 0.38 | Negotiable Certificate Of Deposit | 8/21/2017 | 2.050 | 247,000.00 | 247,000.00 | 242,922.03 | 8/22/2022 | 1,695 |
| Comenity Bank Utah 1.75 1/2/2019 | 20033AEC6 | 0.39 | Negotiable Certificate Of Deposit | 1/2/2014 | 1.750 | 247,000.00 | 247,000.00 | 247,523.64 | 1/2/2019 | 367 |
| Commerce St Bank 1.65 9/26/2019 | 20070PHK6 | 0.39 | Certificate Of Deposit | 6/26/2015 | 1.650 | 249,000.00 | 249,000.00 | 248,267.94 | 9/26/2019 | 634 |
| Compass Bank 1.15 5/7/2018 | 20451PKP0 | 0.39 | Certificate Of Deposit | 5/6/2015 | 1.150 | 248,000.00 | 248,000.00 | 247,737.12 | 5/7/2018 | 127 |
| Discover Greenwood 2.25 7/19/2022 | 2546725U8 | 0.39 | Negotiable Certificate Of Deposit | 7/19/2017 | 2.250 | 247,000.00 | 247,000.00 | 245,359.92 | 7/19/2022 | 1,661 |
| East Boston Svgs Bank 1.1 12/24/2018 | 27113PAZ4 | 0.39 | Negotiable Certificate Of Deposit | 6/23/2016 | 1.100 | 248,000.00 | 248,000.00 | 246,474.80 | 12/24/2018 | 358 |
| Enerbank 1.65 7/1/2019 | 29266NM95 | 0.39 | Certificate Of Deposit | 6/30/2015 | 1.650 | 249,000.00 | 249,000.00 | 248,165.85 | 7/1/2019 | 547 |
| Everbank 1.5 3/29/2019 | 29976DVY3 | 0.39 | Negotiable Certificate Of Deposit | 3/30/2015 | 1.500 | 248,000.00 | 248,000.00 | 247,065.04 | 3/29/2019 | 453 |
| Fidelity Bank 1.8 6/20/2019 | 31617CAE3 | 0.39 | Negotiable Certificate Of Deposit | 12/20/2017 | 1.800 | 249,000.00 | 249,000.00 | 248,755.98 | 6/20/2019 | 536 |
| First Bank 1.3 9/28/2018 | 31909PAW1 | 0.39 | Certificate Of Deposit | 3/29/2017 | 1.300 | 249,000.00 | 249,000.00 | 248,452.20 | 9/28/2018 | 271 |
| First Bank 1.5 2/28/2019 | 319234AJ9 | 0.39 | Certificate Of Deposit | 6/30/2015 | 1.500 | 249,000.00 | 249,000.00 | 248,619.03 | 2/28/2019 | 424 |

| Description | CUSIP/Ticker | % of Portfolio | Security Type | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | Maturity Date | Days To Maturity |
|--|--------------|----------------|-----------------------------------|-----------------|------------|--------------------|------------|--------------|---------------|------------------|
| First Bank of Highland 2.15 7/27/2022 | 319141GY7 | 0.38 | Negotiable Certificate Of Deposit | 7/27/2017 | 2.150 | 247,000.00 | 247,000.00 | 244,231.13 | 7/27/2022 | 1,669 |
| First Bank Puerto Rico 1.7 1/31/2020 | 33767AU58 | 0.39 | Certificate Of Deposit | 1/31/2017 | 1.700 | 249,000.00 | 249,000.00 | 247,329.21 | 1/31/2020 | 761 |
| First Federal Savings and Loan Assoc. 1.95 12/20/2 | 32023HAF5 | 0.39 | Negotiable Certificate Of Deposit | 12/20/2017 | 1.950 | 249,000.00 | 249,000.00 | 248,728.59 | 12/20/2019 | 719 |
| First Merchants Bank 1.5 10/30/2018 | 32082BDF3 | 0.39 | Negotiable Certificate Of Deposit | 4/30/2014 | 1.500 | 248,000.00 | 248,000.00 | 248,319.92 | 10/30/2018 | 303 |
| First Premier Bank 1.55 12/24/2018 | 33610RPL1 | 0.39 | Negotiable Certificate Of Deposit | 6/25/2014 | 1.550 | 248,000.00 | 248,000.00 | 247,563.52 | 12/24/2018 | 358 |
| FirstTrust Savings 1.1 12/10/2018 | 337630AX5 | 0.39 | Negotiable Certificate Of Deposit | 6/10/2016 | 1.100 | 249,000.00 | 249,000.00 | 247,578.21 | 12/10/2018 | 344 |
| Goldman Sachs Bank 2.35 3/15/2022 | 38148PGZ4 | 0.39 | Certificate Of Deposit | 3/15/2017 | 2.350 | 247,000.00 | 247,000.00 | 247,286.52 | 3/15/2022 | 1,535 |
| Homebanc 1.35 4/17/2018 | 43738AEX0 | 0.39 | Negotiable Certificate Of Deposit | 4/17/2014 | 1.350 | 249,000.00 | 249,000.00 | 249,092.13 | 4/17/2018 | 107 |
| HSBC Bank USA 1.25 5/10/2019-17 | 40434YCW5 | 0.39 | Certificate Of Deposit | 11/10/2016 | 1.250 | 249,000.00 | 249,000.00 | 246,295.86 | 5/10/2019 | 495 |
| Investors Community Bank 1.75 3/30/2020 | 46147UTD2 | 0.39 | Negotiable Certificate Of Deposit | 9/29/2017 | 1.750 | 249,000.00 | 249,000.00 | 247,321.74 | 3/30/2020 | 820 |
| JP Morgan Chase Bank 1.3 4/10/2018 | 48125T6E0 | 0.39 | Certificate Of Deposit | 4/10/2015 | 1.300 | 248,000.00 | 248,000.00 | 247,933.04 | 4/10/2018 | 100 |
| Key Bank 1.5 7/25/2019 | 49306SWV4 | 0.39 | Certificate Of Deposit | 1/25/2017 | 1.500 | 248,000.00 | 248,000.00 | 246,489.68 | 7/25/2019 | 571 |
| LCA Bank Corp. 2.15 7/20/2022 | 501798KX9 | 0.38 | Negotiable Certificate Of Deposit | 7/20/2017 | 2.150 | 247,000.00 | 247,000.00 | 244,290.41 | 7/20/2022 | 1,662 |
| Live Oak Bank 1.8 4/7/2020 | 538036CN2 | 0.39 | Certificate Of Deposit | 4/7/2017 | 1.800 | 249,000.00 | 249,000.00 | 247,563.27 | 4/7/2020 | 828 |
| Marlin Business 2.1 4/26/2022 | 57116ANS3 | 0.39 | Certificate Of Deposit | 4/26/2017 | 2.100 | 247,000.00 | 247,000.00 | 244,483.07 | 4/26/2022 | 1,577 |
| MB Finl Bank 1.2 6/10/2019 | 55266CRX6 | 0.39 | Negotiable Certificate Of Deposit | 6/10/2016 | 1.200 | 249,000.00 | 249,000.00 | 246,582.21 | 6/10/2019 | 526 |
| Medallion Bank 1.35 6/13/2018 | 58403BP34 | 0.39 | Negotiable Certificate Of Deposit | 6/13/2014 | 1.350 | 249,000.00 | 249,000.00 | 249,044.82 | 6/13/2018 | 164 |
| Mercantil Commerce Bank 1.9 4/17/2019 | 58733AAU3 | 0.39 | Negotiable Certificate Of Deposit | 4/17/2014 | 1.900 | 247,000.00 | 247,000.00 | 247,573.04 | 4/17/2019 | 472 |
| Merrick Bank 1.8 6/19/2020 | 59013JYV5 | 0.39 | Negotiable Certificate Of Deposit | 6/19/2017 | 1.800 | 249,000.00 | 249,000.00 | 247,234.59 | 6/19/2020 | 901 |
| Morgan Stanley Bank 1.7 8/12/2019 | 61747MXT3 | 0.39 | Negotiable Certificate Of Deposit | 8/10/2017 | 1.700 | 247,000.00 | 247,000.00 | 246,182.43 | 8/12/2019 | 589 |
| Morgan Stanley Private Bank 1.7 8/12/2019 | 61760ACV9 | 0.39 | Negotiable Certificate Of Deposit | 8/10/2017 | 1.700 | 247,000.00 | 247,000.00 | 246,182.43 | 8/12/2019 | 589 |
| Morton Community Bank 1.6 6/16/2020 | 619165GX5 | 0.39 | Certificate Of Deposit | 12/16/2016 | 1.600 | 249,000.00 | 249,000.00 | 246,051.84 | 6/16/2020 | 898 |
| Northfield Bank 1.85 10/26/2020 | 66612ABW7 | 0.39 | Negotiable Certificate Of Deposit | 10/25/2017 | 1.850 | 247,000.00 | 247,000.00 | 244,942.49 | 10/26/2020 | 1,030 |
| Oriental B&T 1.55 6/18/2018 | 686184WL2 | 0.39 | Negotiable Certificate Of Deposit | 12/16/2015 | 1.650 | 248,000.00 | 248,000.00 | 247,920.64 | 6/18/2018 | 169 |
| Peapack Gladstone Bank 1.4 4/17/2018 | 704692AH5 | 0.39 | Negotiable Certificate Of Deposit | 4/17/2014 | 1.400 | 249,000.00 | 249,000.00 | 249,092.13 | 4/17/2018 | 107 |
| PrivateBank 1.3 1/19/2018 | 74267GUM7 | 0.39 | Negotiable Certificate Of Deposit | 5/21/2014 | 1.300 | 248,000.00 | 248,000.00 | 248,022.32 | 1/19/2018 | 19 |
| Providence Bank 1.3 12/28/2018 | 74374MAE4 | 0.39 | Certificate Of Deposit | 12/28/2016 | 1.300 | 249,000.00 | 249,000.00 | 247,929.30 | 12/28/2018 | 362 |
| Sallie Mae 2.2 11/4/2020 | 795450VV3 | 0.39 | Negotiable Certificate Of Deposit | 11/4/2015 | 2.200 | 247,000.00 | 247,000.00 | 247,615.03 | 11/4/2020 | 1,039 |

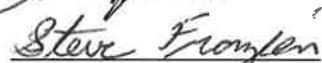
| Description | CUSIP/Ticker | % of Portfolio | Security Type | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | Maturity Date | Days To Maturity |
|--|--------------|----------------|-----------------------------------|-----------------|--------------|----------------------|----------------------|----------------------|---------------|------------------|
| Smartbank 1.2 2/23/2018 | 83172HCQ1 | 0.39 | Negotiable Certificate Of Deposit | 4/23/2014 | 1.200 | 249,000.00 | 249,000.00 | 249,072.21 | 2/23/2018 | 54 |
| State Bank India 2.4 3/14/2022 | 8562846Z2 | 0.39 | Certificate Of Deposit | 3/14/2017 | 2.400 | 247,000.00 | 247,000.00 | 247,785.46 | 3/14/2022 | 1,534 |
| Stearns Bank 1.75 5/26/2020 | 857894TQ2 | 0.39 | Negotiable Certificate Of Deposit | 5/24/2017 | 1.750 | 249,000.00 | 249,000.00 | 247,052.82 | 5/26/2020 | 877 |
| Sussex Bank 1.45 8/29/2018 | 86933DAM4 | 0.39 | Negotiable Certificate Of Deposit | 12/29/2015 | 1.450 | 248,000.00 | 248,000.00 | 247,804.08 | 8/29/2018 | 241 |
| Synchrony Bank 2.2 9/18/2020 | 87164YKB9 | 0.39 | Negotiable Certificate Of Deposit | 9/18/2015 | 2.200 | 247,000.00 | 247,000.00 | 247,664.43 | 9/18/2020 | 992 |
| Third Federal S&L 2 7/28/2021 | 88413QBN7 | 0.39 | Negotiable Certificate Of Deposit | 7/28/2017 | 2.000 | 247,000.00 | 247,000.00 | 245,016.59 | 7/28/2021 | 1,305 |
| Unity Bank 1.7 12/30/2019 | 91330LAD5 | 0.39 | Certificate Of Deposit | 6/30/2015 | 1.700 | 249,000.00 | 249,000.00 | 248,250.51 | 12/30/2019 | 729 |
| Webster Bank 1.8 6/11/2019 | 94768NJS4 | 0.39 | Negotiable Certificate Of Deposit | 6/11/2014 | 1.800 | 247,000.00 | 247,000.00 | 247,456.95 | 6/11/2019 | 527 |
| Wells Fargo 1.5 12/17/2018 | 9497482Z9 | 0.39 | Negotiable Certificate Of Deposit | 12/17/2015 | 1.500 | 249,000.00 | 249,000.00 | 248,813.25 | 12/17/2018 | 351 |
| WEX Midvale Bank 1.8 6/2/2020 | 92937CFS2 | 0.39 | Negotiable Certificate Of Deposit | 6/2/2017 | 1.800 | 247,000.00 | 247,000.00 | 245,330.28 | 6/2/2020 | 884 |
| Whitney Bank 1.65 4/22/2019 | 966594AY9 | 0.39 | Certificate Of Deposit | 4/20/2017 | 1.650 | 249,000.00 | 249,000.00 | 248,442.24 | 4/22/2019 | 477 |
| Worlds Foremost Bank 1.4 3/22/2019 | 981571BZ4 | 0.31 | Certificate Of Deposit | 3/24/2016 | 1.400 | 200,000.00 | 200,000.00 | 199,104.00 | 3/22/2019 | 446 |
| Sub Total / Average | | 26.40 | | | 1.721 | 16,815,000.00 | 16,815,000.00 | 16,755,266.11 | | 714 |
| Obligation of the US Government | | | | | | | | | | |
| T-Note 0.75 2/28/2018 | 912828UR9 | 1.57 | Treasury Note | 6/27/2013 | 1.352 | 1,000,000.00 | 972,812.50 | 999,060.00 | 2/28/2018 | 59 |
| T-Note 1 5/31/2018 | 912828VE7 | 1.57 | Treasury Note | 6/6/2013 | 1.010 | 1,000,000.00 | 999,500.00 | 997,970.00 | 5/31/2018 | 151 |
| Sub Total / Average | | 3.15 | | | 1.181 | 2,000,000.00 | 1,972,312.50 | 1,997,030.00 | | 105 |
| Total / Average | | 100 | | | 1.498 | 63,856,846.55 | 63,824,262.05 | 63,470,625.66 | | 689 |



REPORT TO CITY COUNCIL

Approved By:

Council Meeting of February 7, 2018
Agenda Item Number B- 12


Department Director

City Administrator

SUBJECT:

Consideration of a Resolution Approving an Amending Agreement for Online/Phone Payment Services with Paymentus Corporation and Authorizing the Mayor to Execute the Agreement.

RECOMMENDATION:

That Council approve a resolution approving the Amending Agreement with Paymentus Corporation for online/phone payment services and authorize the Mayor to execute the agreement.

SUMMARY:

The Utility Billing/ Finance Department has been using Paymentus Corporation for its online/phone payments service. In order to provide Superior Customer Service, it is now necessary to amend the agreement with Paymentus Corporation. The amending agreement will allow customers to make larger payments without an increase to the service fee.

DISCUSSION:

The Utility Billing/ Finance Department has been using Paymentus Corporation for online/phone payment service since October 27, 2009. Paymentus Corporation is increasing the maximum payment amount of its online/phone payment service to be

more cost effective for the City of Madera customers. The current service fee charged by Paymentus Corporation is \$3.50 per \$150.00 payment. This amending agreement will result in the service fee of \$3.50 per \$500.00 payment. Additionally, it will extend the current agreement through March 12, 2022. There are no negative impacts from the amending agreement.

FISCAL IMPACT:

Since the service fee will remain the same there is no fiscal impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO. 18_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AMENDING AGREEMENT FOR ONLINE/ PHONE PAYMENT SERVICES WITH PAYMENTUS CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, The City of Madera, Utility Billing/Finance Department is in need of online/phone payment services; and

WHEREAS, the City entered into an agreement with Paymentus Corporation on October 27, 2009 for providing online/phone payment services; and

WHEREAS, the City of Madera, Utility Billing/Finance Department desires to amend an existing Agreement with Paymentus Corporation to provide for larger transaction limit and an extension of contract term; and

WHEREAS, Paymentus Corporation has prepared an Amending Agreement.

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

1. The recitals listed above are true and correct.
2. The Amending Agreement for online/phone payment services provided by Paymentus Corporation, 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 authorized to execute the Amending Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

AMENDING AGREEMENT

| | |
|----------------------------------|---|
| Customer: | City of Madera |
| Customer Address: | 205 West Fourth St. Madera, CA 93637 |
| Contact for Notices to Customer: | Tim Przybyla |

This Amending Agreement is entered into as of the below signature date, by and between the Customer ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS:

A - The parties entered into a Master Services Agreement originally dated October 27, 2009.

B - The parties now wish to amend the Term (Section 9.1) of the Master Services Agreement to extend the current contract term to March 12, 2022. At the end of the Term, this agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than three (3) months prior written notice of intent not to renew.

C - The parties now wish to amend Schedule A of the Master Services Agreement to increase the maximum payment amount to \$500.00.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except for Schedule A and Section 9.1 as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By: _____

Name: _____

Title: _____

Date: _____

Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the End User will be based on the following table:

| Payment Type | Paymentus Service Fee |
|------------------------------|------------------------------|
| Average Bill Amount of \$102 | Flat Fee of \$3.50 |

Note: Maximum Amount per Payment is \$500.00. Multiple payments can be made.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risk

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF February 7, 2018

AGENDA ITEM NUMBER B-13

APPROVED BY


CITY ADMINISTRATOR

SUBJECT: INFORMATIONAL REPORT ON DIRECTION PROVIDED BY COUNCIL REGARDING ENTERPRISE FUND AUDIT, MANAGEMENT COMPENSATION STUDY AND RECRUITMENT FOR THE CITY ADMINISTRATOR POSITION

RECOMMENDATION

Informational report.

SUMMARY

During the January 17 council meeting Council provided direction on several subjects. One of those topics, the executive recruitment for the City Administrator position is on this agenda for Council review and direction. Human Resources has also generated a request for proposal for the Management Compensation Study, published on January 23. Once we have qualifying bids we will present those to Council for your review and selection of the vendor to complete the study. Look for this item to be on a March Agenda. The last item on which the Council provided direction, was the audit/review of the water enterprise fund. Council direction was to identify a firm which could review and determine the appropriateness of the history in the water enterprise account. We have contacted four entities and received quotes ranging from \$5,000 to \$10,000. At the forefront of this review are the concerns over water rates which were recently voiced by several citizens. One of their concerns was that these higher rates are being used to pay what they feel are exorbitant salaries to city staff. A review of enterprise funds is well within the scope and abilities of staff. As such we have begun looking in earnest at our application of personnel costs to the enterprise fund internally as well as overall expenditures applied to this fund. Staff believes this review will be ready for presentation to the City Council at its next meeting on February 21, 2018. If Council will indulge staff we believe it may be prudent to review the findings of our internal examination of this issue before incurring the expense of an outside consultant. If Council still desires to hire an outside consultant, we believe at a minimum, the internal review will assist in defining the consultant's scope of work. If however staff's review satisfies the concerns of

both Council and the citizens we serve, then we will be able to avoid the cost of an outside consultant. Some of the methodologies we are employing in making this review include:

- Personal contact and review of time spent with each person apportioned to the enterprise fund to determine appropriate percentage assignment.
- A review of three years spending, back to 2014, the year the water and salary surveys were completed.
- Comparison of water enterprise fund apportionment percentages to five like sized cities.
- Creation of a paper trail of our work reviewable by those interested

I will share with Council that our review has already identified some practices that we will be changing, which will make our budget process more transparent to review and more easily understandable. Staff looks forward to the next Council meeting where we will present our findings and recommendations for change.

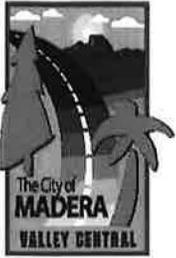
Additionally, Council directed staff to review the water rates considering a conservation program reduction and potential changes in apportionment charges to the enterprise funds. Raftelis, the vendor who designed the current rate structure, and at behest of Council is willing to complete this update for the City.

FISCAL IMPACT

No fiscal impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF February 7, 2018

AGENDA ITEM NUMBER C-1

APPROVED BY

Julie Frabets
GRANTS ADMINISTRATOR

Steve Frayser
CITY ADMINISTRATOR

SUBJECT: PUBLIC HEARING ON PROPOSED FARE INCREASE OF THE MADERA AREA EXPRESS FIXED-ROUTE REGULAR CASH FARE FROM \$.75 TO \$1.00 AND IMPLEMENTATION OF A DIAL-A-RIDE PREMIUM FARE STRUCTURE

RECOMMENDATION:

Staff requests that Council take the following action:

1. Receive a staff presentation regarding adjustments to the fare structures for Madera Area Express (MAX) which includes Dial-A-Ride (DAR);

and

2. Hold a public hearing to gather public testimony and input to inform development of a Resolution increasing MAX fixed-route fares by twenty-five cents, and implementing a DAR premium fare structure.

PURPOSE AND BACKGROUND:

At their February 17, 1999 meeting, Council directed staff to seek ways to shift general public DAR riders to the new fixed-route service, for greater cost-efficiencies in the City's transit operations, and ultimately, to improve service to senior and disabled riders. Subsequently, at its June 2, 1999 meeting, Council approved, in concept, the transition of DAR service to a more specialized service for seniors and certified disabled riders as well as changes in the DAR fare structure. However, it did not develop into implementation.

Since this time, MAX has continued to explore route enhancements and on-time performance improvements, which over the years has resulted in expansion of services. MAX has done this with only one increase in fares for DAR in over 30 years, and no increase to the fares for MAX fixed-route services in 20 years, since the fares were instituted in 1998.

Prudent fiscal management would include a regular review of fare structure as it relates to services offered, operating costs, and compliance with funding restrictions. As such, research and many discussions (some in publicly noticed forums) have taken place over recent years leading up to this proposal. The most recent being the 2017 Unmet Transit Needs Hearing, which identified a fixed-route expansion to Madera Community College Center (MCCC) as the only unmet need that was reasonable for the City of Madera to meet. The expansion falls in line with the Council's desire to improve ridership on the fixed route; however, it also sheds light on the need to encourage riders going to MCCC to use the fixed route and not the DAR, which until recently was the only offering for passengers going to MCCC. Also in 2017, the Transit Advisory Board (TAB) held two quarterly meetings discussing the challenges of expanding service to MCCC, including farebox revenues for both fixed-route and the DAR, and fares not being in line with other communities of similar size and service. These conversations, coupled with the most recent farebox recovery ratios at an all-time low, have led staff to move forward with this proposal and to also produce a fare equity analysis report.

A fare equity analysis is an assessment conducted by a transit provider to determine whether fare changes, either increases or decreases, will result in a disparate impact on Title VI-protected populations. The Federal Transit Administration (FTA) requires transit providers with larger fleets and populations than Madera to complete a fare equity analysis prior to implementing any changes. However, in the interest of providing greater transparency and public service, a report was completed and is attached as **Exhibit A**. The fare equity analysis demonstrates no disparate impact on Title VI-protected populations.

DISCUSSION:

I. Amendments to the MAX Fixed-Route Fares (Exhibit B)

The proposed adjustment to MAX fixed-route fares includes an increase of twenty-five cents (\$.25) from seventy-five cents (\$.75) to one dollar (\$1.00). Any cash paying passenger riding the fixed route during peak hours would pay this fare. For fixed route service supported with FTA Section 5307 assistance, fares charged to elderly persons, to persons with disabilities or to an individual presenting a Medicare card during off peak hours, will not be more than half the peak hour fare. To this end, the current half fare price for the identified populations would also increase from thirty-five cents (\$.35) to fifty cents (\$.50) per ride. It is important to note that the MAX monthly pass rate will not change.

II. Creation of a Dial-A-Ride Premium Fare Structure (Exhibit B)

The proposed DAR Premium Fare Structure includes an increase to the DAR general public fares only, the elimination of using a DAR ticket on MAX fixed-route, and elimination of the DAR Student Fare. The proposal assumes the most conservative approach in that the latter two populations may not only have a reduction in use, but are using the least expensive option, which would most likely be a MAX monthly pass (\$26.00/monthly or about \$0.50/ride if used twice daily).

Although there is no means to accurately project how many DAR riders will begin to use MAX due to the fare changes, a substantial ridership shift could result in reduced DAR service hours. Cost savings resulting from potential DAR shifts are anticipated to be used for future MAX service improvements. A chart outlining all proposed changes is attached as Exhibit B.

III. Rationale for the Proposed Changes

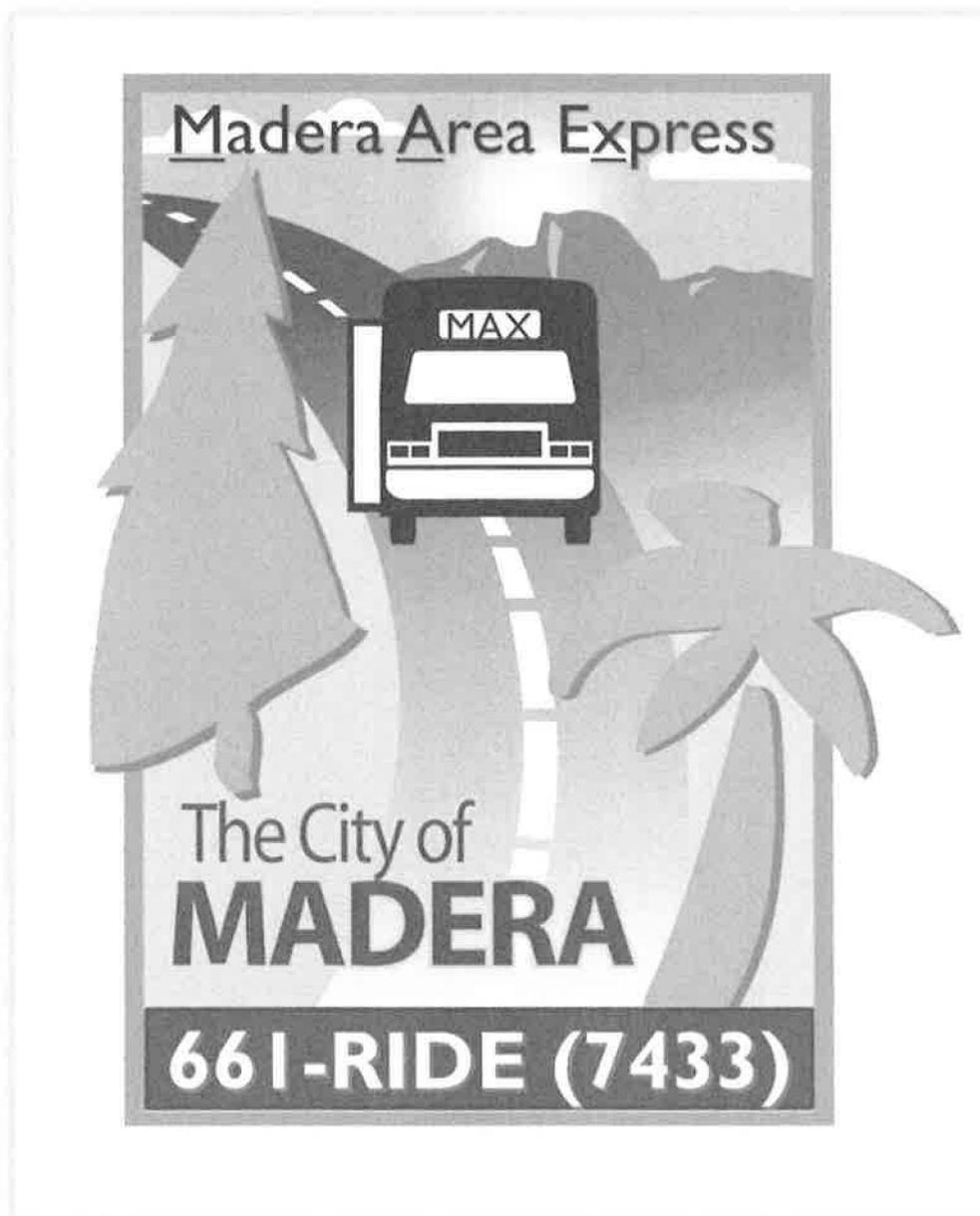
There are three primary reasons why the proposed changes are being presented for public testimony. The first, farebox recovery ratio of a passenger transportation system is the proportion of the amount of revenue generated through fares by its paying customers as a fraction of the cost of its total operating expenses. Most systems aren't self-supporting with farebox alone. According to Transportation Development Act (TDA) requirements, public transit operators within urbanized areas are required to achieve a farebox recovery ratio of 20 percent; and non-urbanized operators at least 10 percent. TDA law allows (if requested) the Regional Transportation Planning Agency (RTPA), Madera County Transportation Commission (MCTC), to set the recovery ratio of urbanized areas at 15% if the region's total population is under 500,000. Since at least 2010, MAX has requested this waiver of the 20 percent requirement due to an inability to meet the minimum, and MCTC has also allowed the DAR farebox recovery to be set at 10 percent. Transit operators that do not meet their farebox recovery ratios are at risk of losing TDA funds. Second, despite increasing the number of passengers utilizing the fixed-route system, DAR trips to MCCC are taxing the system. Anywhere from thirty to forty percent of monthly DAR ridership consists of students traveling to the college, and the majority are traveling from within the City limits. Staff have worked to create a new fixed-route directly to the college, which had a soft-opening on January 2, 2018. Third, staff and the Transit Advisory Board, reviewed fares for Dial-A-Ride service in ten California communities. Madera not only had the lowest DAR fares, but in comparison to cities offering the same services, Madera's cost per trip and farebox recovery is exceptionally low.

FINANCIAL IMPACT:

The recommended actions have no fiscal impact on the general fund. However, a Resolution to be brought forward at a later date that would increase fares would increase revenues to the Transit Division and offset operational costs, improve farebox recovery ratios and minimize risk for loss of TDA funding.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Through ensuring revenue streams for the City's transit system to function are developed with opportunities for public engagement, the proposed recommendations support Strategy 121 of the Vision 2025 Plan to develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses with Madera.



MAX FARE/POLICY ANALYSIS

DEC 2017

A modified fare equity analysis and look at proposed Madera Area Express policy changes

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INTRODUCTION

Introduction

PURPOSE

The City of Madera, Transit Division also known as Madera Area Express or **MAX** has proposed changes to its fare table to improve the accessibility of curb-to-curb transit services for low-income seniors, the disabled, and those on Medicare, while expanding available fixed-route services to all riders. **MAX** intends to implement the proposed changes only after they have been evaluated by the public, through a public hearing, public comment, and approved by the Transit Advisory Board and the Madera City Council.

BACKGROUND

MAX is always interested in exploring route enhancements and on time performance improvements on an on-going basis, which over the years has resulted in expansion of services. **MAX** has been able to do this without increasing fares for Dial-A-Ride or fixed-route services since inception over 25 years ago. Understanding that a potential change in fare policy structures may receive resistance, **MAX** will make the process as transparent and engaging as possible. Further, a number of opportunities to collect/share information have been in the works leading up to this report, these include:

- 2010 **MAX** Onboard Passenger Survey

City of Madera conducted a survey onboard all MAX fixed-route and Dial-A-Ride buses in the region in November 2010 in order to inform transit planning. Study results of the 202 respondents are in the attached Appendix A and utilized as part of this analysis report.

- 2015 Student Transportation Survey

In the spring of 2015, Madera County Transportation Commission (MCTC) conducted a survey among students at the Madera Community College Center. MCTC collected 490 completed surveys. The results from the transit questions have been and continue to be used in consideration of a new direct transit route to the campus. A blank survey as well as the complete study report can be found in Appendix B or online here <http://www.maderactc.org/wp-content/uploads/2015/09/Final-Student-Transportation-Survey-Results.pdf>.

- 2017/18 – 2021/22 Short Range Transportation Development Plan

In March 2017, MCTC completed a four-year short range plan that included onboard surveys in City of Madera, development of a transit financial plan as well as operational goals and objectives. The complete Plan can be found online here <http://www.maderactc.org/wp-content/uploads/2017/03/FINAL-SRTDP-MARCH-2017.pdf>

- 2017 Transit Advisory Board Meetings

The Transit Advisory Board (TAB) host quarterly public meetings and serve in an advisory capacity to the City Council and staff on transit matters. One of their primary duties is to provide oversight and make recommendations regarding the operation of the transit system; including projects, programs, and special studies. The April 2017 meeting, featured discussion on DAR and fixed-route fares and the need for an

INTRODUCTION

increase. TAB came back in the July 2017 meeting having researched other community fare structures and policies.

- 2017 Unmet Transit Needs Hearing

The May 2017 Unmet Transit Needs process identified one unmet transit need that is reasonable to meet within the City of Madera. All other unmet transit needs within the jurisdiction are not reasonable to meet at this time. The one unmet transit need is the need for more routes to the Madera Community College Center. The full unmet needs report can be found online here <http://www.maderactc.org/wp-content/uploads/2013/06/UTN-Report-6.30.16.pdf>

A common theme among each of these reports has been that passengers acknowledge the affordability of the service; however, they also demonstrate the public may be undervaluing the service because it is such a low cost compared to other areas, and a lack of awareness of actual operational costs for **MAX**.

METHODOLOGY AND RECOMMENDATION PROCESS

Methodology

The data used for this analysis were derived from the 2010 U.S. Census and the reports listed in the background section, with the 2010 MAX Onboard Passenger Survey as a primary passenger reference. The 2010 onboard surveys did not gather data regarding fare payment methods, so a monthly MAX/DAR Fare Type Summary Report by Route was used to estimate percentage of usage by fare types. The onboard surveys were conducted during the month of November 2010 as such a summary for the same month was used.

The 2010 survey did not ask specifically about race. Given that Madera is a majority minority area, assumptions for ridership race were made using 2010 Census for City of Madera.

The proposed fare changes for the MAX and DAR premium fare structures are for services currently in place. Analysis conducted was predominantly on the existing \$.75 (general fixed-route fare), which impact and include the MAX fixed route half-fare for seniors/disabled/Medicare. Analysis was also conducted on the existing \$2.00 DAR fare which is proposed to be increased to \$4.00. Analysis was not conducted on the increase of the General Public 20 book of DAR tickets, which currently are sold at a 50% discount, because this particular fare-type was not surveyed. The new proposed price will continue selling the book of 20 DAR tickets to the general public, but at a 25% discount.

Proposed fare structure include the elimination of using a DAR ticket on MAX and of the DAR Student Fare. The analysis assumes a conservative approach in that the latter two populations would not only have a reduction in use, but would most likely use the least expensive option, which would be a MAX monthly pass (\$26.00). For the purpose of this report, the analysis presents a range of fare change impacts including if the population only used MAX passes or if the population chose to not ride public transit at all.

Recommendation Process

City of Madera City Council is the recognized authority for making any policy or fare structure changes to MAX. An augmentation to the convenings mentioned in the Background Section above, City staff will engage three public opportunities to pull information together, formulate a consensus recommendation, and present a recommendation to the City Council for implementation:

INTRODUCTION

| | | | |
|--|---------------|---------------|-----------|
| DAR - County Area Senior/Disabled | \$2.00 | \$2.00 | 0% |
| DAR - Madera Community College Student | \$1.00 | n/a | - |
| DAR - Children Under 1 (max 2 w/ fare paying adult) | Free | Free | 0% |
| DAR - ADA Certified Companion Rider | Free | Free | 0% |

TITLE VI REGULATORY BACKGROUND AND REQUIREMENTS

Title VI Regulatory Background and Requirements

Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Federal Transit Administration's Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" provides service and fare equity guidance to transit agencies with 50 more fixed route vehicles in peak service in large urbanized areas (over 200,000 in population).

MAX operates Madera Area Express Fixed Route in the Madera city limits (approximately 16.6 sq. mi) and Dial-A-Ride transit services in the Greater Madera region (approximately 18.4 sq. mi) that serve a population of approximately 78,000. **Due to its size and service population, the City of Madera is not subject to FTA Circular 4702.1B or required to comply with its direction.**

The City of Madera is a minority majority city, meaning that the largest part of population (85.5%²) is comprised of residents who are American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or other Pacific Islander. The proposed fare changes will impact the ridership of all **MAX** services, which are overwhelmingly minority (71%, 2010 Census & Onboard Survey) and low-income (63%, 2010 Onboard Survey). Because, the new fare types proposed for **MAX** will have some impact on minority and low-income riders, staff has prepared this Fare Equity Analysis for its proposed new **MAX** fare structure and premium fare structure and policy changes to the Dial-A-Ride system. Unless required by FTA, this analysis will not be included in the City's next Title VI Plan, but may serve as a baseline fare analysis for future changes carried out by the department.

At this time there are no proposed service changes; however, it should be noted that discussions have been documented at TAB meetings regarding conducting an analysis to determine if a Dial-A-Ride service that served solely as a paratransit operation would better serve City residents. As such this report does not include a Service Equity Analysis, but may be updated to include the study in a future version.

² U.S. Census Bureau; Madera (city) QuickFacts, Census 2010

RATIONALE FOR THE PROPOSED FARE/POLICY CHANGES

Rationale for the Proposed Fare/Policy Changes

FARE BOX RECOVERY

The fare box recovery ratio of a passenger transportation system is the proportion of the amount of revenue generated through fares by its paying customers as a fraction of the cost of its total operating expenses. Most systems aren't self-supporting. Transportation Development Act funding assistance requires small urban transit operators to maintain a 20% fare box ratio. Since at least 2010, **MAX** has requested a waiver of this requirement due to an inability to meet the required minimum. Transit operators that do not meet their fare box recovery ratios are at risk of losing Transportation Development Act funds. While a decline in fare paying ridership has been the primary contributing factor, more recently this has been coupled with a loss of ticket sales to community organizations that have received grants in the past to purchase fares for their clients. Additionally increasing operating costs, while maintain the same fare structure has further degraded the fare box recovery ratio to its worst percentage yet. Fiscal Year 2017 saw a 10-year low in fare revenue for DAR at \$22,732, yielding a fare box ratio of just 3% for DAR.

In the past fares from the fixed-route system had been able to balance out the system as a whole, bringing the fare box recovery ratio closer to the required minimum (but still short). The last two years, the fixed-route system has seen a decline in fare paying ridership as well.

DIAL-A-RIDE AVAILABILITY AND PERFORMANCE FOR PRIORITY PASSENGERS/MADERA COLLEGE

The City's public transportation service began as a Dial-A-Ride (DAR) service for the general public with a priority focus on seniors and the disabled. Today, anywhere from 30 – 40% of the monthly DAR ridership consist of students traveling to and from Madera Community College Center (MCCC). Which means approximately 35% of the weekly subscription rides are dedicated to students traveling to and from MCCC, and only one weekly subscription rider (or 10 rides per week) identified as an ADA Certified passenger. A closer look at weekly subscriptions shows that 75 – 85% of trips to MCCC are by students from within the City limits. While the City's contracted transit operator has managed to maintain on-time performance goals, by far the biggest complaint among all passengers has been scheduling and wait times for DAR. This is followed closely by the lack of customer service when passengers communicate with Dispatch to schedule a DAR ride. DAR trips to MCCC are taxing the system especially during peak hours; limiting ride availability for seniors and ADA riders as well as serving as a stressor to Dispatch.

INDUSTRY FARE AND POLICY BEST PRACTICES FOR DAR

City staff looked at ten other California communities to better understand how Madera Dial-A-Ride fares and structures compared. It should be noted that of the 10 communities reviewed only two (2) offered demand-response bus service to the general public like Madera, two (2) offered general public access to demand-response only during certain hours of the day, and the majority (6) did not offer demand-response to the general public at all. A complete spreadsheet of the comparisons can be found in Appendix C.

RATIONALE FOR THE PROPOSED FARE/POLICY CHANGES

As the chart below (and Appendix C) illustrates, Madera has the lowest demand-response fares. They have not kept up with increases in operating costs. But increases to fares alone are not going to address the decline in fare revenue. In addition, staff are looking at projects to incorporate electronic fare boxes, mobile pay systems, and other tools that help to improve efficiency in fare collection. Some communities have been able to lower mobile fares or provide discounts to those using electronic means and increase ridership. Strategies to improve the efficiency and quality of the service are being reviewed for immediate implementation in an effort to increase ridership, which is what ultimately will assist in reaching the fare box ratio goals.

The City may want to consider advertising on the **MAX** system for revenue generation. Visalia is an example of a community that utilizes advertising on its system, which affords it the ability to meet its fare box recovery ratio requirement. In terms of current operational changes, staff have recently instituted use of a contract agreement with Madera Unified School District to fuel the City’s Compressed Natural Gas (CNG) buses at MUSD fueling station at a savings of over 40%. It is anticipated these savings will be realized to a greater degree by the end of next fiscal year.

While this report does not provide a service equity analysis, it should be noted that some operational policies are being discussed and should be incorporated in future considerations for transit policy. The biggest of which is should Madera’s DAR service transition to a paratransit system. Paratransit systems typically are recognized as special transportation services for people with disabilities, often provided as a supplement to fixed-route bus systems by public transit agencies. Paratransit services may vary considerably on the degree of flexibility they provide their customers.

CHART B
FARES OF CITIES OFFERING DEMAND RESPONSE TO THE GENERAL PUBLIC

| City | General | Senior/ADA | Fare Revenue Per Unlinked Passenger Trip ^{3,4} | DAR Fare Recovery Ratio ³ |
|--------------------|---------|------------------------------|---|--------------------------------------|
| Madera | \$2.00 | \$1 in City \$2 in County | \$0.71 | 3% |
| Visalia | \$4.00 | \$4 Senior \$2.25 ADA | \$4.80 | 20% |
| Porterville | \$5.00 | \$2.50 | \$3.30 | 6% |

³ Source: [Federal Transportation Administration 2016 Metrics](#)

⁴ Passenger Fares Received per Unlinked Passenger Trip is "Passenger Fares" divided by "Unlinked Passenger Trips."

MAX RIDERSHIP PROFILE

MAX Ridership Profile

The FTA defines a minority person as anyone who is American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or other Pacific Islander. Though not a Title VI protected class, the FTA defines a low-income person as a person whose median household income is at or below the U.S. Department of Health and Human Services (HHS) [poverty guidelines](#)⁵, and requires evaluation of impacts on low-income persons by those agencies required to evaluate. The HHS definition varies by year and household size. For 2017, poverty guidelines ranged from \$12,060 for a single-person household to \$41,320 for a household of eight. The poverty guideline for a household of four was \$24,600. The locally developed threshold for low-income households will be based on the State of California Department of Housing Community Development’s State Income Limits, which defines the poverty level in California as an annual household income of \$29,950 for a family of four⁶. The 2010 Onboard Surveys conducted on MAX/DAR services included an income question that offered riders options of household income in increments of less than \$20,000 or more than \$20,000”. For the purpose of this analysis, the data collected in the category of “less than \$20,000,” will be considered low-income.

WHO IS OUR RIDERSHIP?

The most recent onboard survey, completed in November 2010, was used to develop the minority and low-income profiles used for this analysis. However, it is important to note that the 2010 survey did not ask specifically about race and the income information collected was limited. Given that Madera is a majority minority area, assumptions for ridership race were made using 2010 Madera/Madera County census percentages.

Chart C below depicts the overall ridership for November 2010, the percentages of minority and low-income riders, and finally, the estimated number of trips made by each group.

| CHART C | | | | | |
|--------------|--------------------|----------------------|------------------------|-------------------------|---------------------------|
| Mode | Nov 2010 Ridership | % Minority Ridership | % Low-Income Ridership | Nov 2010 Minority Trips | Nov 2010 Low-Income Trips |
| MAX | 9989 | 71% | 49% | 7,092 | 4,895 |
| DAR | 3066 | 71% | 72% | 2,177 | 2,208 |
| TOTAL | 13,055 | 71% | 61% | 9,269 | 7,133 |

⁵ FTA Circular 4702.1B; Chapter I, Section 5

⁶ State of California-Department of Housing Community Development-Income Limits 2017

MAX RIDERSHIP PROFILE

The two tables below depict the race makeup of and household income levels for **MAX** riders by service type as reported from 2010 Onboard Survey Results and based on 2010 Madera City Census Demographic Profile Data.

| Race Ethnicity | MAX | DAR |
|----------------------------------|---------------|---------------|
| African-American (3.4%) | 2.01% | 0.92% |
| Asian American (2.3%) | 1.36% | 0.62% |
| Latino (76.7%) | 45.25% | 20.71% |
| Native American (3.1%) | 1.83% | 0.84% |
| Total Minority Population | 72.16% | 33.02% |
| White (49.9%) | 29.44% | 13.47% |
| Other/2 or more races (36.8%) | 21.71% | 9.94% |

| Household Income Level | MAX | DAR |
|---------------------------|------------|------------|
| Less than \$20,000 | 63% | 63% |
| More than \$20,000 | 6% | 6% |
| No Response | 31% | 31% |

Low-income Threshold

WHAT NEIGHBORHOODS DO MCCC STUDENTS LIVE?

A question from the 2015 MCTC Student Transportation Survey, helps to identify where students (30–40% of DAR riders) live. Zones for the city of Madera were selected using natural boundaries such as rivers and highways, and students were asked to identify where they live. Over 50% identified living in the City limits. About 20% identified living in a County area, 13% did not respond, 6% outside of the County (mostly Fresno), and 2% in Chowchilla.



FARE EQUITY ANALYSIS

Fare Equity Analysis

All "Counts" are derived from November 2010 ridership (see Appendix D) and calculated using percentages from identified low-income population of the 2010 Onboard Survey, and 2010 Madera City Census Demographic Profile percentages to calculate minority population.

CHART D CURRENT FARES

| TRANSIT FARE | RIDER'S PRICE | MINORITY | | NON-MINORITY | | LOW-INCOME | | HIGHER-INCOME | |
|---|------------------|----------|------------|--------------|------------|------------|------------|---------------|------------|
| | | Count | Total | Count | Total | Count | Total | Count | Total |
| MAX Cash (regular) | \$0.75 | 3759 | \$2819.25 | 1535 | \$1151.25 | 2594 | \$1945.50 | 2700 | \$2025.00 |
| MAX Cash (senior/disabled/Medicare) 10AM – 2PM | \$0.35 | 489 | \$171.15 | 200 | \$70.00 | 338 | \$118.30 | 352 | \$123.20 |
| MAX Tickets (social services) | \$0.00 | 312 | \$0.00 | 128 | \$0.00 | 215 | \$0.00 | 224 | \$0.00 |
| MAX – DAR Tickets | \$1.00 | 1972 | \$1,972.00 | 805 | \$805.00 | 1361 | \$1361.00 | 1416 | \$1416.00 |
| DAR – City General Public | \$2.00 | 261 | \$522.00 | 107 | \$214.00 | 265 | \$530.00 | 103 | \$206.00 |
| DAR – College Student | \$1.00 | 653 | \$653.00 | 267 | \$267.00 | 662 | \$662.00 | 257 | \$257.00 |
| DAR – County General Public | \$2.00 | 87 | \$174.00 | 36 | \$72.00 | 88 | \$176.00 | 34 | \$68.00 |
| Total | | 7533 | \$6,311.40 | 3078 | \$2,579.25 | 5523 | \$4,792.80 | 5086 | \$4,095.20 |
| Average Fare Calculation | | | \$0.84 | | \$0.84 | | \$0.87 | | \$0.81 |

CHART E PROPOSED FARES

| TRANSIT FARE | RIDER'S PRICE | MINORITY | | NON-MINORITY | | LOW-INCOME | | HIGHER-INCOME | |
|---|------------------|----------|------------|--------------|------------|------------|------------|---------------|------------|
| | | Count | Total | Count | Total | Count | Total | Count | Total |
| MAX Cash (regular) | \$1.00 | 3759 | \$3759 | 1535 | \$1535 | 2594 | \$2594 | 2700 | \$2700 |
| MAX Cash (senior/disabled/Medicare) 10AM – 2PM | \$0.50 | 489 | \$171.15 | 200 | \$70.00 | 338 | \$118.30 | 352 | \$123.20 |
| MAX Tickets (social services) | \$0.00 | 312 | \$0.00 | 128 | \$0.00 | 215 | \$0.00 | 224 | \$0.00 |
| MAX – DAR Tickets | \$1.00 | 1972 | \$1,972.00 | 805 | \$805.00 | 1361 | \$1361.00 | 1416 | \$1416.00 |
| DAR – City General Public | \$4.00 | 261 | \$1044.00 | 107 | \$428.00 | 265 | \$1060.00 | 103 | \$412.00 |
| DAR – College Student | \$1.00 | 653 | \$653.00 | 267 | \$267.00 | 662 | \$662.00 | 257 | \$257.00 |
| DAR – County General Public | \$4.00 | 87 | \$348.00 | 36 | \$144.00 | 88 | \$352.00 | 34 | \$136.00 |
| Total | | 4908 | \$5,322.15 | 2006 | \$2,177.00 | 4861 | \$4,124.30 | 4829 | \$3,371.20 |
| Average Fare Calculation | | | \$1.08 | | \$1.09 | | \$1.18 | | \$0.99 |

FARE EQUITY ANALYSIS

Proposed fares include the increase to the DAR general public fares and the elimination of using a DAR ticket on **MAX** and of the DAR Student Fare. The chart above assumes the most conservative approach in that the latter two populations would not only have a reduction in use, but are using the least expensive option, which would be a **MAX** monthly pass (\$26.00/monthly or about \$0.50/ride if used twice daily) For the purpose of the average fare calculation these fare types are excluded (crossed out). Since the excluded fare types remove a significant portion of non-minority and higher income riders, the result is a disproportionate percentage of low-income riders bare a higher burden to meet the fare changes (see Chart F below).

What is a Threshold Range? Industry standard provides that a fare equity analysis establish a policy stating threshold of X% to be used to determine disparate impact on minority populations, meaning that if the burden of any fare change on minority populations is X% more than the impact on non-minority populations, the change will be considered a disparate impact. Secondly, transit operators identify if a fare adjustment results in low-income populations bearing a rate increase of more than X% of the increase for the overall rider population, the resulting impact will be considered a disproportionate burden. Developing a threshold policy involves an elaborate and extensive study as defined by FTA Circular 4702.1B and is required for larger transit operators. For the purpose of this analysis, a range of between 6% and 15% for City of Madera was identified from the low and high threshold policies established in other communities[11].

CHART F

| AVERAGE FARE | CURRENT | PROPOSED | CHANGE | % CHANGE | % DIFFERENCE | THRESHOLD RANGE |
|---------------|---------|----------|---------|----------|--------------|-----------------|
| Minority | \$ 0.84 | \$ 1.08 | \$ 0.25 | 29.4% | 0.08% | 6% - 15% |
| Non-Minority | \$ 0.84 | \$ 1.09 | \$ 0.25 | 29.5% | | |
| Low Income | \$ 0.87 | \$ 1.18 | \$ 0.31 | 35.8% | 13.1% | |
| Higher Income | \$ 0.81 | \$ 0.99 | \$ 0.18 | 22.7% | | |

Chart G in comparison, illustrates if the City maintained the fare structure to allow DAR tickets to be utilized on **MAX**, but reduced usage by 25%.

CHART G

| AVERAGE FARE | CURRENT | PROPOSED | CHANGE | % CHANGE | % DIFFERENCE | THRESHOLD RANGE |
|---------------|---------|----------|--------|----------|--------------|-----------------|
| Minority | \$0.84 | \$1.06 | \$0.23 | 27.1% | 0.10% | 6% - 15% |
| Non-Minority | \$0.84 | \$1.07 | \$0.23 | 27.2% | | |
| Low Income | \$0.87 | \$1.14 | \$0.27 | 31.1% | 8.1% | |
| Higher Income | \$0.81 | \$0.99 | \$0.19 | 23.0% | | |

FARE EQUITY ANALYSIS

MAX is making every effort to only implement fare adjustments on the basis of substantial legitimate justifications demonstrating that the need to raise fares meets a need that is in the public interest, and that the alternatives would have a more adverse impact than raising fares.

CONCLUSION

In summary, the results above when measuring the change in the current and proposed average fare cost, the analysis indicates the minority fare will increase by 29.4%, non-minority by 29.5%, low-income by 35.8% and higher-income by 22.7%. The net differential between minority and non-minority is 0.08%, and between low income and higher-income is 13.1%. These percentages, 0.08% and 13.1%, are below or within the acceptable threshold set at between 6% to 15% differential. Therefore the results indicate the effects of the fare change will not be borne disproportionately by minority and low-income populations, since the percentages do not exceed the acceptable threshold range of 6% to 15% differential. Based on the analysis above and the criteria set forth for measuring disparate impact and low-income disproportionate burden, **MAX** would be in compliance with the terms (if they were required to be developed in line with FTA Circular 4701. 1B) and placed in the Title VI Plan with regard to fare equity from a proposed fare change.

The alternative to the proposed fare increases is to continue and amplify the risk that the City will lose federal and regional transportation funding due to poor fare box recovery ratios. The loss of any funds, would have a dramatic effect on revenues that support all **MAX** services. Additionally, the City faces a real possibility of being forced to reduce Dial-A-Ride services as a means to reduce operational costs. It would be much more advantageous for the City, our transit partner County of Madera, and especially for the passengers of the **MAX** system, if any service changes were the result of strategically thought out opportunities implemented with an intentional timeframe.

APPENDICES

Appendices

| | |
|-------------------|---|
| Appendix A | 2010 MAX Onboard Passenger Survey |
| Appendix B | 2015 Student Transportation Survey |
| Appendix C | Dial-A-Ride City/System Overview Spreadsheet |
| Appendix D | FY 2010 MAX/DAR Ridership Counts |

APPENDICES

APPENDIX A 2010 MAX ONBOARD PASSENGER SURVEY

**City of Madera On-Board Survey Results
November 2010
(202 Respondents)**

1. WHAT SERVICE ARE YOU CURRENTLY RIDING?

| | | |
|--------------|------|-----|
| MAX: | 119; | 59% |
| Dial-A-Ride: | 54; | 27% |
| Both: | 27; | 13% |
| No Response: | 2; | <1% |

2. WHAT IS THE MAIN PURPOSE OF YOUR TRIP?

| | | |
|----------------------|------|-----|
| Shopping/Errands: | 111; | 55% |
| Medical/Dental: | 92; | 46% |
| School | 66; | 33% |
| Work: | 38; | 14% |
| Social/Recreational: | 22; | 11% |
| Other: | 1; | <1% |
| No Response: | 5; | 2% |

(Note: In this question, Respondents were not limited to one choice.)

3. COULD YOU HAVE MADE THIS TRIP BY ANOTHER MEANS?

| | | |
|------------------------------|-----|-----|
| No: | 99; | 49% |
| Yes, walking or other means: | 46; | 23% |
| Yes, as passenger: | 34; | 17% |
| Yes, as driver: | 12; | 6% |
| No Response: | 11; | 5% |

4. HOW OFTEN DO YOU USUALLY USE MAX OR DIAL-A-RIDE?

| | | |
|----------------------------|------|-----|
| Less than 1 day per month: | 6; | 3% |
| 1-2 days per week: | 42; | 22% |
| 3-5 days per week: | 101; | 50% |
| 6-7 days per week: | 26; | 14% |
| 1-3 days per month: | 9; | 6% |
| No Response: | 8; | 5% |

**City of Madera On-Board Survey Results - November 2010
(202 Respondents)**

5a. BUS COMFORT RATING

(On a Scale of 1-7, with 7 being Very Satisfied)

| | | |
|-----------------------|-----|-----|
| 7; Very Satisfied: | 77; | 38% |
| 6; Satisfied ++: | 25; | 12% |
| 5; Satisfied +: | 27; | 13% |
| 4; Satisfactory: | 47; | 23% |
| 3; Dissatisfied -: | 6; | 3% |
| 2; Dissatisfied --: | 1; | <1% |
| 1; Very Dissatisfied: | 9; | 5% |
| No Response: | 10; | 5% |

5b. DRIVER COURTESY RATING

(On a Scale of 1-7, with 7 being Very Satisfied)

| | | |
|-----------------------|------|-----|
| 7; Very Satisfied: | 105; | 52% |
| 6; Satisfied ++: | 24; | 12% |
| 5; Satisfied +: | 18; | 9% |
| 4; Satisfactory: | 30; | 15% |
| 3; Dissatisfied -: | 7; | 4% |
| 2; Dissatisfied --: | 2; | <1% |
| 1; Very Dissatisfied: | 5; | 3% |
| No Response: | 11; | 6% |

5c. DISPATCH SERVICES RATING

(On a Scale of 1-7, with 7 being Very Satisfied)

| | | |
|-----------------------|-----|-----|
| 7; Very Satisfied: | 54; | 27% |
| 6; Satisfied ++: | 18; | 9% |
| 5; Satisfied +: | 16; | 8% |
| 4; Satisfactory: | 37; | 18% |
| 3; Dissatisfied -: | 19; | 9% |
| 2; Dissatisfied --: | 18; | 9% |
| 1; Very Dissatisfied: | 19; | 9% |
| No Response: | 21; | 11% |

**City of Madera On-Board Survey Results - November 2010
(202 Respondents)**

5d. BUS SAFETY RATING

(On a Scale of 1-7, with 7 being Very Satisfied)

| | | |
|-----------------------|-----|-----|
| 7; Very Satisfied: | 95; | 47% |
| 6; Satisfied ++: | 33; | 16% |
| 5; Satisfied +: | 21; | 10% |
| 4; Satisfactory: | 32; | 16% |
| 3; Dissatisfied -: | 3; | 1% |
| 2; Dissatisfied - -: | 2; | <1% |
| 1; Very Dissatisfied: | 7; | 4% |
| No Response: | 9; | 5% |

5e. BUS CLEANLINESS RATING

(On a Scale of 1-7, with 7 being Very Satisfied)

| | | |
|-----------------------|-----|-----|
| 7; Very Satisfied: | 90; | 45% |
| 6; Satisfied ++: | 27; | 13% |
| 5; Satisfied +: | 12; | >5% |
| 4; Satisfactory: | 28; | 14% |
| 3; Dissatisfied -: | 6; | 3% |
| 2; Dissatisfied - -: | 9; | <5% |
| 1; Very Dissatisfied: | 16; | 8% |
| No Response: | 14; | 7% |

5f. BEHAVIOR OF PASSENGERS RATING

(On a Scale of 1-7, with 7 being Very Satisfied)

| | | |
|-----------------------|-----|-----|
| 7; Very Satisfied: | 77; | 38% |
| 6; Satisfied ++: | 33; | 16% |
| 5; Satisfied +: | 23; | 11% |
| 4; Satisfactory: | 36; | 18% |
| 3; Dissatisfied -: | 7; | 4% |
| 2; Dissatisfied - -: | 4; | 2% |
| 1; Very Dissatisfied: | 7; | 4% |
| No Response: | 15; | 7% |

**City of Madera On-Board Survey Results - November 2010
(202 Respondents)**

5g. ON-TIME ARRIVAL

(On a Scale of 1-7, with 7 being Very Satisfied)

| | |
|-----------------------|---------|
| 7; Very Satisfied: | 56; 28% |
| 6; Satisfied ++: | 21; 10% |
| 5; Satisfied +: | 22; 11% |
| 4; Satisfactory: | 37; 18% |
| 3; Dissatisfied -: | 26; 13% |
| 2; Dissatisfied --: | 14; 7% |
| 1; Very Dissatisfied: | 18; 9% |
| No Response: | 8; 4% |

5h. AVAILABILITY OF BUS TICKETS/PASSES

(On a Scale of 1-7, with 7 being Very Satisfied)

| | |
|-----------------------|---------|
| 7; Very Satisfied: | 73; 36% |
| 6; Satisfied ++: | 28; 14% |
| 5; Satisfied +: | 20; 10% |
| 4; Satisfactory: | 29; 14% |
| 3; Dissatisfied -: | 7; 4% |
| 2; Dissatisfied --: | 6; 3% |
| 1; Very Dissatisfied: | 14; 7% |
| No Response: | 25; 12% |

5i. CLEANLINESS OF BUS STOP AREA

(On a Scale of 1-7, with 7 being Very Satisfied)

| | |
|-----------------------|---------|
| 7; Very Satisfied: | 67; 33% |
| 6; Satisfied ++: | 24; 12% |
| 5; Satisfied +: | 19; 9% |
| 4; Satisfactory: | 28; 14% |
| 3; Dissatisfied -: | 24; 12% |
| 2; Dissatisfied --: | 9; 5% |
| 1; Very Dissatisfied: | 13; 6% |
| No Response: | 18; <9% |

**City of Madera On-Board Survey Results - November 2010
(202 Respondents)**

**5j. OVERALL SATISFACTION
(On a Scale of 1-7, with 7 being Very Satisfied)**

| | |
|-----------------------|----------|
| 7; Very Satisfied: | 87; 43% |
| 6; Satisfied ++: | 43; 21% |
| 5; Satisfied +: | 25; 12% |
| 4; Satisfactory: | 24; <12% |
| 3; Dissatisfied -: | 7; 3% |
| 2; Dissatisfied - -: | 3; 1% |
| 1; Very Dissatisfied: | 6; 2% |
| No Response: | 12; 6% |

DEMOGRAPHICS

6a. GENDER

| | |
|--------------|----------|
| Female: | 133; 66% |
| Male: | 47; 23% |
| No Response: | 22; 11% |

6b. EMPLOYMENT STATUS

| | |
|--------------|---------|
| Student: | 60; 30% |
| Employed: | 60; 30% |
| No Response: | 47; 23% |
| Retired: | 35; 17% |

6c. AGE RANGE

| | |
|--------------|---------|
| Under 17: | 6; 3% |
| 17-24: | 55; 27% |
| 25-39: | 50; 25% |
| 40-64: | 46; 23% |
| 65+: | 16; 8% |
| No Response: | 29; 14% |

6d. PRIMARY LANGUAGE

| | |
|--------------|----------|
| English: | 128; 63% |
| Spanish: | 65; 32% |
| Punjabi: | 1; <1% |
| No Response: | 8; 4% |

**City of Madera On-Board Survey Results - November 2010
(202 Respondents)**

6e. ANNUAL INCOME

| | |
|----------------|----------|
| Less than 20K: | 128; 63% |
| More than 20K: | 11; 6% |
| No Response: | 61; 31% |

7. CHECK ANY IMPROVEMENTS THAT YOU WOULD LIKE TO SEE ON CITY OF MADERA TRANSIT SERVICES:

| | |
|---|---------|
| Extended hours on Saturday: | 95; 47% |
| Earlier Morning Service: | 93; 46% |
| Extended hours on Sunday: | 91; 45% |
| More Frequent Service: | 89; 44% |
| Extended Areas of Service: | 79; 39% |
| Express Route to Children's Hospital and FAX: | 79; 39% |
| Express Route to College: | 65; 32% |
| Later Evening Service: | 45; 22% |
| More trips to Senior Center: | 32; 16% |
| No Response: | 18; 9% |

(Note: In this question, Respondents were not limited to one choice.)

8. SUGGESTIONS OR COMMENTS SUMMARY

Of the 202 respondents, 93 (46 percent) chose to offer written comments or suggestions. In many cases, the respondents offered comments or suggestions in more than one area. The comment and suggestions were divided into 11 categories:

| | |
|--|-----------|
| Total Overall Respondents: | 202; 100% |
| Total Written Respondents: | 93; 46% |
| A) Compliments about transit staff | 25; 12% |
| B) Additional stops (Total): | 19; 9% |
| Rancho San Miguel | 9; 5% |
| New Apartments at Rd. 28 ½ & Ave. 13 ½ | 4; 2% |
| Olive Ave. & Roosevelt St. | 1; <1% |
| Catholic Church Stop | 1; <1% |
| Cleveland and Magnolia | 1; <1% |
| Parkwood Shopping Center | 1; <1% |
| More bus stops along Tozer Ave. | 1; <1% |
| Lake Ave. and Ellis St. | 1; <1% |

**City of Madera On-Board Survey Results - November 2010
(202 Respondents)**

| | |
|--|--------|
| C) Increased frequency of service | 19; 9% |
| D) Rude dispatchers | 16; 8% |
| E) More bus shelters and benches at bus stops | 11; 6% |
| F) Better timeliness of MAX and DAR services | 11; 6% |
| G) More weekend MAX and DAR services | 8; 4% |
| H) Buses driving past passengers at bus stops | 5; 3% |
| I) Rude drivers | 3; >1% |
| J) Better disabled passenger access at bus stops | 3; >1% |
| K) Better bus and bus stop cleanliness | 1; <1% |

APPENDICES

APPENDIX B

2015 STUDENT TRANSPORTATION SURVEY

Student Transportation Survey Results

Madera County Transportation Commission

September 2015



Introduction

In the spring of 2015, Madera County Transportation Commission (MCTC) conducted a survey among students at the State Center Community College District - Madera Center. MCTC collected 490 completed surveys, 81 by MCTC staff at the Spring Extravaganza and 409 from teachers in their classrooms.

The purpose of the survey is to understand student transportation habits, specifically walking, bicycling, and public transit. Students were asked about what obstacles exist to using those modes, and how likely they were to use those modes more if the obstacles they stated were removed. Some questions provided a place to write in a response or additional comments, and many students added additional comments where prompted to and throughout the survey. Write-in comments that closely matched a provided answer were added to that answer's count. For example, if "too far" was written in, it was added to Distance. Write-in answers that didn't fit a provided answer but were relevant were included in the table in gray.

Students were not asked any demographic information although some may be inferred by their student status. The survey was not conducted in Spanish even though there is a high rate of limited English proficiency in Madera County. It was assumed that students proficient enough to take classes in English could complete the survey in English.

The results from the walking and bicycling questions will be used in MCTC's upcoming Regional Active Transportation Plan, and the answers to the transit questions can be used in future consideration of a new direct transit route to the campus. The complete blank survey can be found in Appendix A.

Results and Discussion

| 1. How often do you ride a bike or walk to school? | | |
|---|-------|---------|
| | Count | Percent |
| Never | 388 | 79.2% |
| Rarely | 36 | 7.3% |
| Sometimes | 36 | 7.3% |
| Often | 19 | 3.9% |
| Always | 10 | 2.0% |
| No answer given or write-in | 1 | 0.2% |

| 2. What prevents you from riding or walking more often? (Circle all that apply) | | |
|--|-------|---------|
| | Count | Percent |
| Distance | 354 | 72.2% |
| No bike | 96 | 19.6% |
| No sidewalk | 79 | 16.1% |
| No bike lane | 73 | 14.9% |
| Weather | 65 | 13.3% |
| Lack of bike racks | 22 | 4.5% |
| Concern about bike theft | 21 | 4.3% |
| Bike in poor condition | 15 | 3.1% |
| Physical Disability | 13 | 2.7% |
| Write-in: Safety | 4 | 0.8% |
| Write-in: Time | 4 | 0.8% |
| Write-in: No showers at school | 1 | 0.2% |
| Write-in: Don't know how to ride bike | 1 | 0.2% |
| Other | 51 | 10.4% |
| No answer given | 4 | 0.8% |

Most of the “Other” responses for this question were that the respondent owned or had access to a car. Car ownership was not listed as a reason for not cycling or walking because in other parts of the state, many people who own a car still choose other modes for a variety of reasons. Students seemed confused why anyone would choose another mode if a vehicle was available to them. The complete list of “Other” responses can be found in Appendix B.

Distance was by far the most cited obstacle to walking or bicycling to school. This is not surprising considering the campus is located more than five miles from downtown Madera and more than six miles from Madera Ranchos, the two closest population centers. Unfortunately, this is the most difficult obstacle to overcome. The campus is a permanent location and most new growth in the county is planned for the southeast growth area along the 41 corridor and the San Joaquin River. Housing is moving away from the campus which will continue to ensure car dependence among students.

| 3. Would you consider riding or walking to school more often if the above issues were resolved? | | |
|--|-------|---------|
| | Count | Percent |
| Yes | 178 | 36.3% |
| Maybe | 166 | 33.9% |
| No | 139 | 28.4% |
| No answer given or write-in | 7 | 1.4% |

Students were split among their willingness to consider choosing active transportation modes if the obstacles they reported were resolved. This question reveals students general attitude towards these modes and shows that students have a somewhat favorable attitude towards active transportation.

| Likelihood of walking or biking if issue was resolved | | | | | | | |
|--|----|--------|-------|---------|-----|---------|-------|
| | No | % No | Maybe | % Maybe | Yes | % Yes | Total |
| Distance | 97 | 27.32% | 127 | 35.77% | 131 | 36.90% | 355 |
| No bike | 25 | 26.60% | 31 | 32.98% | 38 | 40.43% | 94 |
| No sidewalk | 12 | 14.29% | 32 | 38.10% | 40 | 47.62% | 84 |
| No bike lane | 11 | 15.07% | 27 | 36.99% | 35 | 47.95% | 73 |
| Weather | 17 | 26.15% | 23 | 35.38% | 25 | 38.46% | 65 |
| Lack of bike racks | 2 | 9.09% | 10 | 45.45% | 10 | 45.45% | 22 |
| Concern about bike theft | 1 | 5.00% | 10 | 50.00% | 9 | 45.00% | 20 |
| Bike in poor condition | 3 | 20.00% | 5 | 33.33% | 7 | 46.67% | 15 |
| Physical Disability | 4 | 28.57% | 4 | 28.57% | 6 | 42.86% | 14 |
| Other/Write-in | | | | | | | |
| Safety | 1 | 25.00% | 1 | 25.00% | 2 | 50.00% | 4 |
| Time | 1 | 25.00% | 1 | 25.00% | 2 | 50.00% | 4 |
| No showers at school | 0 | 0.00% | 0 | 0.00% | 1 | 100.00% | 1 |
| Don't know how to ride bike | 0 | 0.00% | 0 | 0.00% | 1 | 100.00% | 1 |

When willingness to choose active transportation was looked at by obstacle, we see that resolving some issues yield a higher likelihood of resulting in increased active transportation. More than 47% of respondents who selected lack of sidewalk or bike lane as an obstacle to walking or biking indicated that they would be likely to choose active transportation if those facilities existed.

| 4. Do you ride a bike or walk for fitness or recreation? | | |
|---|-------|---------|
| | Count | Percent |
| Never | 74 | 15.1% |
| Rarely | 67 | 13.7% |
| Sometimes | 181 | 36.9% |
| Often | 121 | 24.7% |
| Always | 42 | 8.6% |
| No answer given or write-in | 5 | 1.0% |

| 5. Would you consider a 6 mile (about 30 min) bicycle commute to be reasonable? | | |
|--|-------|---------|
| | Count | Percent |
| Yes | 287 | 58.6% |
| No | 193 | 39.4% |
| No answer given or write-in | 10 | 2.0% |

This question was asked to gauge if students would be willing cycle to school along a canal that is a candidate for a mixed use trail. Nearly 60% of respondents would consider 6 miles to be a reasonable commute to school.

| 5. Would you consider a 6 mile (about 30 min) bicycle commute to be reasonable? | | | | | | | | | | | |
|--|-------|---------|---------|-------|---------|---------|-------|---------|---------|-------|---------|
| Zone 2 | | | Zone 3 | | | Zone 6 | | | Zone 7 | | |
| | Count | Percent | | Count | Percent | | Count | Percent | | Count | Percent |
| Yes | 33 | 60.0% | Yes | 15 | 62.5% | Yes | 19 | 67.9% | Yes | 16 | 66.7% |
| No | 21 | 38.2% | No | 9 | 37.5% | No | 9 | 32.1% | No | 8 | 33.3% |
| No ans. | 1 | 1.8% | No ans. | 0 | 0.0% | No ans. | 0 | 0.0% | No ans. | 0 | 0.0% |

Respondents who live in zones adjacent to the canal were more likely (from 60% to 68%) than all respondents (59%) to consider 6 miles to be a reasonable bicycle commute to school.

| 6. How often do you take transit to school? | | |
|--|-------|---------|
| | Count | Percent |
| Never | 345 | 70.4% |
| Rarely | 47 | 9.6% |
| Sometimes | 36 | 7.3% |
| Often | 29 | 5.9% |
| Always | 33 | 6.7% |
| No answer given or write in | 2 | 0.4% |

| 7. What prevents you from taking transit more often? | | |
|---|-------|---------|
| | Count | Percent |
| Pick up/drop off times | 186 | 38.0% |
| Distance to bus stop | 126 | 25.7% |
| Cost | 85 | 17.3% |
| Length of ride | 83 | 16.9% |
| Personal safety | 60 | 12.2% |
| Condition of bus stop | 33 | 6.7% |
| Lack of bench/shelter | 23 | 4.7% |
| Weather | 18 | 3.7% |
| Physical disability | 5 | 1.0% |
| Write-in: Problems with transit operator | 5 | 1.0% |
| Write-in: Didn't know was available | 5 | 1.0% |
| Write-in: Multiple stops | 2 | 0.4% |
| Other | 155 | 31.6% |
| No answer given | 11 | 2.2% |

As with question 2, most of the “Other” responses were that the respondent owned or had access to a car. Car ownership was not listed as a reason for not using transit because in other parts of the state, many people who own a car still choose other modes for a variety of reasons. Students seemed confused why anyone would choose another mode if a vehicle was available to them. The complete list of “Other” responses can be found in Appendix B.

Pick up/drop off times was the most cited reason for not taking transit to school. Many students reported that existing service does not run early enough, late enough, or frequently enough to accommodate class schedules. Distance to bus stop was also cited as a significant obstacle to taking transit. In many cases, respondents who chose this reason live in areas not served by transit at all.

| 8. Would you consider taking transit to school more often if the above issues were resolved? | | |
|---|-------|---------|
| | Count | Percent |
| No | 184 | 37.6% |
| Maybe | 152 | 31.0% |
| Yes | 146 | 29.8% |
| No answer given or write in | 8 | 1.6% |

More than 37% of students indicated they were unlikely to consider choosing transit if the obstacles they reported were resolved. This question reveals students general attitude towards transit and shows that students have a mostly unfavorable attitude towards transit.

| Likelihood of taking transit if issue was resolved | | | | | | | |
|---|----|--------|-------|---------|-----|--------|-------|
| | No | % No | Maybe | % Maybe | Yes | % Yes | Total |
| Pick up/drop off times | 27 | 14.06% | 65 | 33.85% | 100 | 52.08% | 192 |
| Distance to bus stop | 37 | 28.68% | 48 | 37.21% | 44 | 34.11% | 129 |
| Cost | 23 | 27.71% | 25 | 30.12% | 35 | 42.17% | 83 |
| Length of ride | 25 | 28.41% | 33 | 37.50% | 30 | 34.09% | 88 |
| Personal safety | 25 | 40.98% | 17 | 27.87% | 19 | 31.15% | 61 |
| Condition of bus stop | 6 | 18.18% | 15 | 45.45% | 12 | 36.36% | 33 |
| Lack of bench/shelter | 5 | 20.83% | 8 | 33.33% | 11 | 45.83% | 24 |
| Weather | 5 | 26.32% | 5 | 26.32% | 9 | 47.37% | 19 |
| Physical disability | 1 | 20.00% | 2 | 40.00% | 2 | 40.00% | 5 |
| Other/Write-in | | | | | | | |
| Didn't know was available | 0 | 0.00% | 2 | 40.00% | 3 | 60.00% | 5 |
| Problems with operator | 1 | 20.00% | 0 | 0.00% | 4 | 80.00% | 5 |
| Multiple stops | 1 | 50.00% | 0 | 0.00% | 1 | 50.00% | 2 |

When willingness to choose transit was looked at by obstacle, we see that resolving some issues yield a higher likelihood of resulting in increased transit ridership. More than 52% of respondents who selected "Pick up/drop off times" as an obstacle to transit indicated that they would be likely to choose transit if the times worked better with their class schedule.

| 9. What is the farthest distance you would be willing to walk or bike to a bus stop? | | |
|---|-------|---------|
| | Count | Percent |
| 1/4 mile | 161 | 32.9% |
| 1/2 mile | 150 | 30.6% |
| 1 mile | 165 | 33.7% |
| No answer given or write in | 14 | 2.9% |

| 10. What is the longest amount of time you would be willing to ride on the bus? | | |
|--|-------|---------|
| | Count | Percent |
| 10 min | 127 | 25.9% |
| 20 min | 188 | 38.4% |
| 30 min | 108 | 22.0% |
| 40 min | 58 | 11.8% |
| No answer given or write in | 9 | 1.8% |

| 11. What is the most you would pay for a one way bus ride? | | |
|---|-------|---------|
| | Count | Percent |
| \$1.00 | 330 | 67.3% |
| \$2.00 | 117 | 23.9% |
| \$3.00 | 31 | 6.3% |
| No answer given or write in | 12 | 2.4% |

Students' perception of the value of a bus ride is clear in this question. More than 67% of students would not pay more than \$1.00 and several students wrote in smaller amounts including \$.75, \$.50, and \$0.

| 12. What neighborhood do you live in? | | |
|--|--------------|----------------|
| | Count | Percent |
| Madera 1 | 28 | 5.7% |
| Madera 2 | 55 | 11.2% |
| Madera 3 | 24 | 4.9% |
| Madera 4 | 32 | 6.5% |
| Madera 5 | 20 | 4.1% |
| Madera 6 | 28 | 5.7% |
| Madera 7 | 24 | 4.9% |
| Madera 8 | 17 | 3.5% |
| Madera 9 | 41 | 8.4% |
| Madera Other | 15 | 3.1% |
| North Fork | 1 | 0.2% |
| Oakhurst | 3 | 0.6% |
| Ahwahnee | 1 | 0.2% |
| Coarsegold | 2 | 0.4% |
| Chowchilla | 10 | 2.0% |
| Fairmead | 4 | 0.8% |
| Madera Ranchos | 43 | 8.8% |
| Madera Acres | 50 | 10.2% |
| Outside Madera County Write-ins | 29 | 5.9% |
| Fresno | 22 | 4.5% |
| Kerman | 2 | 0.4% |
| Selma | 2 | 0.4% |
| Sanger | 1 | 0.2% |
| Merced | 1 | 0.2% |
| Mariposa | 1 | 0.2% |
| No answer given/other | 63 | 12.9% |

Zones for the city of Madera were selected using natural boundaries such as rivers and highways.

Many respondents who selected “Other” wrote in where they lived. The majority of respondents who provided a location indicated that they lived in Fresno. It was unexpected that despite having two large campuses in the Fresno/Clovis area, many students must commute to the Madera campus.

Additional Comments

Below are a few that stood out. A complete list of additional comments is included in Appendix B.

Many of the additional comments were related to transit, and the overwhelming majority of them were positive:

"More transit is essential"

"A bus route to MCC would be very beneficial to students"

"This would be a great asset to all students here, and more would be willing to attend, and not drop out"

"I would use public transportation at least sometimes, if it were available. It would allow us to only have one car, so it would save us money, even if it cost \$2-3 a ride."

"I think if I did not have reliable transportation this is a very good idea and yes I would use this transportation"

Many students showed solidarity with their transit-dependent classmates, supporting transit even if they felt they couldn't personally benefit from it.

"Although I do not need the bus transportation I believe that others who do should be entitled to get public transportation."

"I don't need the bus transport because I have my own transportation, and there is no bus stop nearby anyway But, I know there are others who need bus transport, and it would be nice for them to have it."

"Personally, I don't need the transportation however I do know that many of the students on Campus do and that they have difficulties in getting here or having to wait for the next bus to pick them up and take them back home"

"Please do put buses in the college to help the students that don't have rides to school. Doesn't matter if you charge."

"I know many people who require transportation to school and home fixing routes maybe having our own personal bus route/bus would solve a lot of complications of missing school."

"I think it would be helpful, maybe not for me but for other students."

A few comments were related to a lack of information about transportation options available to students:

"I think more people would ride the bus if it was advertised more. I would actually ride it if I knew more about it."

"More Information should be given to students about transportation"

There were several requests for transit connectivity between the Madera Center and Fresno.

There were several comments regarding problems with existing transit:

"Transit never works out for students class times."

"I don't ride the bus but I have seen numerous students waiting a long time to get home I think this should be shorter of a wait."

A few comments were related to bicycling:

"Please - more bike lanes needed thru-out Madera!"

"Bike lanes on Ave 12 would be amazing. There is a couple of us that ride from the ranchos to school, yet it is always scary ridding on 12. Not safe for us."

Multiple comments involving conditions of roads were received.

Recommendations

Active Transportation

Because more than 47% of respondents who selected lack of sidewalk or bike lane as an obstacle to walking or biking indicated that they would be likely to choose active transportation if those facilities existed, MCTC staff recommends:

- Enhanced pedestrian and bicycle facilities in the vicinity of the campus.

Because respondents who live in zones adjacent to the canal were more likely (from 60% to 68%) than all respondents (59%) to consider 6 miles to be a reasonable bicycle commute to school, MCTC staff recommends:

- Exploration of a trail project to connect the City of Madera to the campus.

Because so many students wrote in that they would not choose bicycle or pedestrian modes because they owned or had access to a vehicle, MCTC staff recommends:

- Any effort to increase active transportation among students should include encouragement programs that help students understand the value and benefits of active transportation, even for those with access to a vehicle.

Even though only one student commented on the need for showers on campus, MCTC staff recommends:

- Madera Center should consider installing showers on campus which may benefit not only cyclists, but also students enrolled in PE classes and homeless students.

Transit

Because more than 52% of respondents who selected "Pick up/drop off times" as an obstacle to transit indicated that they would be likely to choose transit if the times worked better with their class schedule, MCTC staff recommends:

- Transit operators and campus administration should collaborate on a schedule that better accommodates class schedules.
- Transit operators and campus administration should explore the creation of an express route between residential centers and the campus.

Because a number of students wrote in that they didn't know transit was available or that they didn't know where to find information about transit, MCTC staff recommends:

- Madera campus should install a wall mount brochure rack for transportation related brochures to provide students with information on all available transportation options in Madera County.

Because more than 67% of students indicated they would not pay more than \$1.00 and several students wrote in smaller amounts including \$.75, \$.50, and \$0, MCTC staff recommends:

- Future transit outreach should focus on comparing fares to cost of vehicle operation.

Because so many students wrote in that they would not consider transit because they owned or had access to a vehicle, MCTC staff recommends:

- Any effort to increase ridership among students should include encouragement programs that help students understand the value and benefits of transit, even for those with access to a vehicle.

1. How often do you ride a bike or walk to school?

Never Rarely Sometimes Often Always

2. What prevents you from riding or walking more often? (circle all that apply)

Distance No bike No bike lane
 Weather Bike in poor condition No sidewalk
 Physical disability Concern about bike theft Lack of bike racks

Other (please specify) _____

3. Would you consider riding or walking to school more often if the above issues were resolved?

No Maybe Yes

4. Do you ride a bike or walk for fitness or recreation?

Never Rarely Sometimes Often Always

5. Would you consider a 6 mile (about 30 min) bicycle commute to be reasonable?

Yes No

6. How often do you take transit to school?

Never Rarely Sometimes Often Always

7. What prevents you from taking transit more often? (circle all that apply)

Distance to bus stop Condition of bus stop Cost
 Weather Lack of bench/shelter Pick up/drop off times
 Physical disability Personal safety Length of ride

Other (please specify) _____

8. Would you consider taking transit to school more often if the above issues were resolved?

No Maybe Yes

9. What is the farthest distance you would be willing to walk or bike to a bus stop?

¼ mile ½ mile 1 mile

10. What is the longest amount of time would you be willing to ride on the bus?

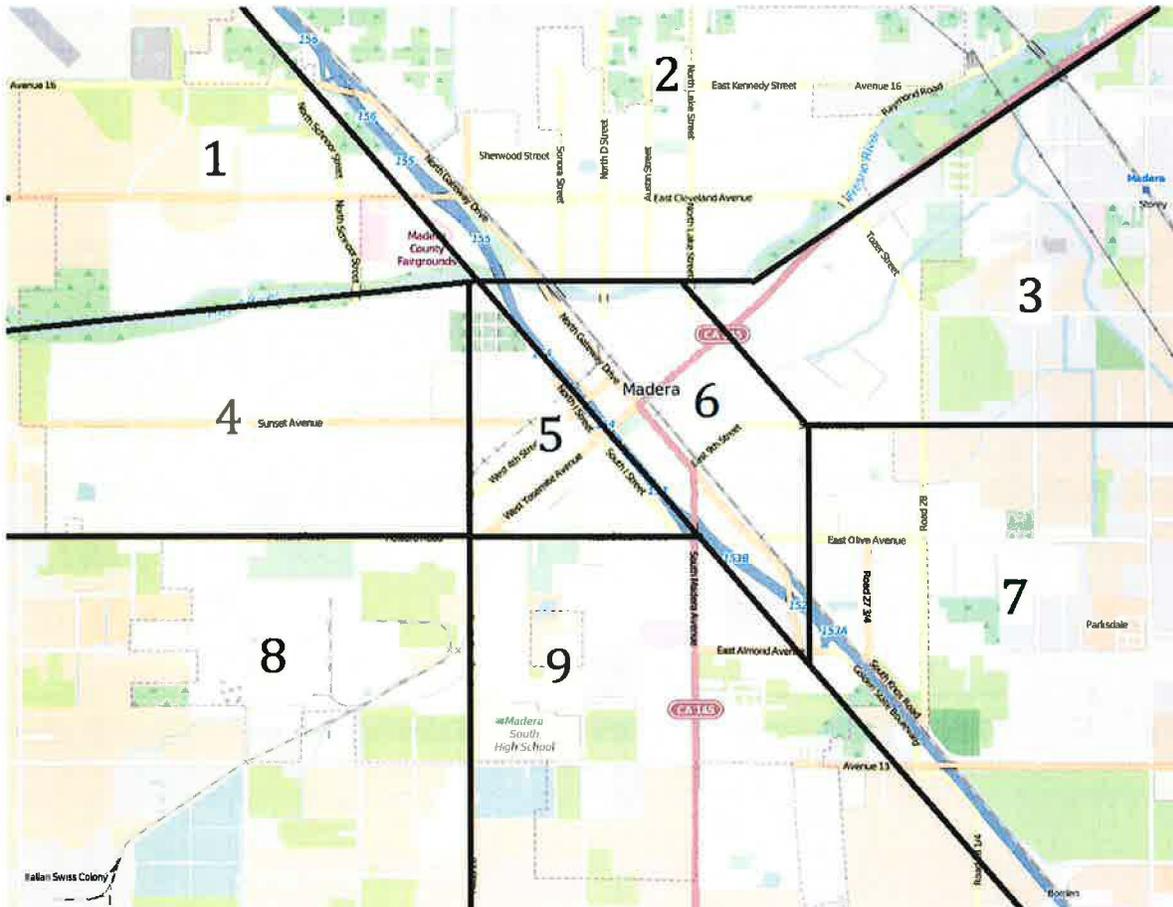
10 minutes 20 minutes 30 minutes 40 minutes

11. What is the most you would pay for a one way bus ride?

\$1.00 \$2.00 \$3.00

12. What neighborhood do you live in?

- | | | | |
|------------|---|----------------|--------------|
| North Fork | Oakhurst | Ahwahnee | Coarsegold |
| Chowchilla | Fairmead | Madera Ranchos | Madera Acres |
| Other | Madera (circle number of neighborhood on map) | | |



13. Additional Comments

Thank you for your participation!

Please return completed surveys to the Madera Center office or to the Madera County Transportation Commission booth at the Spring Extravaganza March 19th 10am-1pm

Write-in responses to Question 2:

"Have a car?"

"bc I have a car"

"Don't need to"

"I have a car."

"I don't care too"

"I have a car"

"I have a ride to school always. (car)"

"don't know how to ride a bike"

"Live in Fresno"

"Safety - too Many crazy ppl!"

"IF it's to school it is too Far From home but I walk a lot at work and for P.E. Class"

"Not fast enough, time"

"Parcnis (?) forbid me to walk that much even though I'm ok with it."

"I drive to school"

"Drive vehicle"

"I have a car."

"I have a car."

"Get dropped"

"Live too far"

"Not interested in walking through orchards."

"I have an automobile"

"Driving"

"Also have a car"

"have vehicle"

"I have an option of a car ride."

"I have a car."

"to far"

"I have a car"

"I Have a Car"

"Too many miles away"

"I have a car I use for transportation"

"Lazy"

"12 is to fast"

"I have a car"

"Have a car"

"Don't want to"

"Timing"

"my dad brings me"

"I drive"

"I have a car"

"I walk 3 days a week"

"I have a car"

"Car"

"only highway or freeway"

"Too far from home"

"concern over traffic, esp. trucks, on Ave 12"

"convenience"

"I drive to school"

"I have a car"

"Backroads are in poor condition"

"NO SHOWERS ON CAMPUS."

"I have a car"

"Drive a vehicle to school"

"I come from fresno"

"I had my belongings stolen"

"I Drive"

"The car is faster and it's already where I need to go"

"lazy"

"No bike trail"

"time"

"I already walk to most places"

"Skateboard"

"I have a car"

"have car"

"nothing really prevents me"

"The traffic"

Write-in responses to Question 7:

"I can drive to school"

"I always do"

"I have a car"

"CAR"

"I have a car"

"Don't need to"

"I have my own car"

"Own a vehicle"

"There is none in the Ranchoes"

"I go to high school so a school bus takes me already"

"Unknown bus stops"

"I have a car."

"I don't want to"

"have my own transportation"

"I have my own car"

"I have a ride to campus"

"I have a car."

"Limited Availability"

"own car/taken"

"no Bus"

"own car"

"owen car"

"No bus where I live"

"convenience of having own vehicle"

"Distance from home to School"

"have my own vehicle"

"I own my own car"

"personal transportation"

"Already drive a car"

"Able to drive to school"

"I have a car so I don't need transit."

"have my own vehicle"

"I have a car so I drive to school"

"I drive"

"I have a personal car"

"All of the above"

"I have a car"

"Nothing but the No-shows"

"No Bus stop Nearby"

"I own a car"

"have my own car"

"rather use my car"

"Please make a bike lane from Madera Ranchoes To school, or have public transportation from the Ranchoes to school".

"I Have a CaR"

"I have a car"

"I have my own car???"

"Have own car"

"have a car"

"Have a car"

"own transportation"

"own transportation"

"I own my own vehicle"

"I drive to school"

"Don't want to. I drive!"

"Only use it when I need it. But do need."

"I have a car"

"No need"

"I have a car"

"I own a car"

"Car"

"Live too Far out, buses don't go out there have my own transportation"

"I Don't live in madera County or city"

"I have my own transportation"

"Get dropped"

"already have a car"

"Live too far"

Exhibit A
Appendix B

"I prefer to drive my own car"
"Have a car"
"I have a car"
"have own transportation"
"I get picked up by someone"
"I have an automobile"
"I have a car"
"pov"
"have vehicle"
"I have my own transportation"
"have a car"
"nothing"
"I have a ride."
"I am a car owner."
"I have a car"
"Don't need to"
"I have my own car."
"have own way of transportation"
"No need for It, I have a car"
"The time they make yoo wait"
"I have transportation"
"The fact I have a Car"
"and I have my own car"
"I have a car I use for transportation"
"I have my own car"
"I have a car"
"My classes are all evening classes and no available dial-a-ride at night."
"I have a car"
"No Bus Stop in Rural Areas"
"Have a car"
"Don't live in Madera"
"Don't want to have a car"
"sometimes I have other rides to school"
"have kids to drop off at schools."
"there is no bus from near my home to school or I would use it"

"have my own vehicle"
"I have a car"
"I Drive, I don't Like People"
"no need"
"I can drive myself"
"I have a car"
"the people you call to set up pick up times are rude"
"I have a car"
"Car"
"I have a car"
"I have a car"
"have a car"
"didn't know it was available"
"I'd Rather drive myself"
"Didn't know about bus service/schedule"
"I live in Oakhurst"
"No bus stop at all!"
"Have a car"
"already have own vehicle to drive"
"personal preference"
"I drive my car"
"Rather drive"
"I don't think theyres one in Madera Ranchos"
"I drive to school"
"I have a car :)"
"OWN A CAR"
"no need"
"I have a car"
"Live in a town with no bus (unless you call for one)"
"own my own car"
"don't have a bus in my town"
"Not enough Buses"
"I live in Fresno and attend 3 campuses."
"I prefer to drive my car"
"CAB IS TOO EXPENSIVE"

Exhibit A
Appendix B

"I have a car."

"Dial-A-ride Sometimes gets full"

"I have a car. I drive from fresno."

"I have a car."

"Dial A Ride Reservations understaffed"

"We don't have any information yet or any need for it"

"I have le car"

"I get dropped off"

"My brother takes me to school"

"don't take the bus"

"Walk"

"wake up late"

"Don't live in city"

"Don't need to"

"own transportation"

"I live one block away from school"

"[illegible] my own Ride"

Write-in responses for Question 13:

"MAX phone service is horrible. We need more pick-up/drop off times."

"I think more people would ride the bus if it was advertised more. I would actually ride it if I knew more about it."

"Why You Do Dis!"

"Does not concern me. I have a car."

"NEED MORE PARKING!"

"I live in Fresno, CA and drive to the Madera Center daily."

"need more option For Fresno"

"need a bus to travel from Fresno to Madera community college."

"Avenue 12 is ugly"

"Roads are in horable condition"

"Needs more access to bus stops in the school compus and neighboring community."

"There is no bus stop around my area"

"Bike lanes on Av 12 would be amazing. There is a couple of us that ride from the ranchos to school, yet it is always scary ridding on 12. Not safe for us."

"I live in another town, I have no need to use the transit."

"Transit never works out for students class times."

"Although I do not need the bus transportation I believe that others who do should be be entitled to get public transportation."

"Parkwood"

"I don't need the bus transport because I have my own transportation, and there is no bus stop nearby anyway But, I know there are others who need bus transport, and it would be nice for them to have it."

"Personally, I don't need the transportation However I do know that many of the students on Campus do and that they have difficulties in getting here or having to wait for the next bus to pick them up and take them back home"

"I think that the school should have a loop bus that always is at the bus stop at a specific time."

"Sometimes its hard to get dial a ride"

"Do Not Apply I Drive"

"I prefer running than walking to school"

"Live to far out from the school live by Berenda Elekentary no bus stops. Lack of bike utilities. Maybe if the book store was bigger and sold bike items. Many people carpool. Because not enough money to pay to come to school everyday of the week alone."

"live in between Madera and Chowchilla and I wouldn't be able to call for a bus transit that's why I carpool with sister."

"on Rd. 19 in between Chowchilla and Madera that's why I have a car."

"Road need to be fixed Please!"

"roads need to be fixed"

"way too far to walk. LOL"

"I love in tRiGo"

"Don't Stock me!"

"I am not telling you exactly Where I Live"

"where is the School on this map Madera Center"

"The bus was not on time and students are not able to ride the bus if student didn't call the day before designated pick-up"

"Please do put buses in the college to help the students that don't have rides to school. Doesn't matter if you charge."

"I Don't Ride the bus but I have Seen Numerous students waiting a long time to get home I think this should be shorter of a wait."

"The Madera Center Needs a fixed bus route".

"This would be a great asset to all students here, and more would be willing to attend, and not drop out"

"Bus with bike rack"

"Dial-A-Ride is an efficient way to be transported to college"

"It would work at night ours."

"I Do not live in Madera."

"More transit is essential"

"I live 3 miles from the college"

"Fresno to Madera would be too long of a transit"

"I think if I did not have reliable transportation this is a very good Idea and yes I would use this transportation"

"I know many people who require transportation to school and home fixing routes maybe having our own personal bus route/bus would solve a lot of coplications of missing school."

"A bus route to MCC would be very beneficial to students"

"I would use public transportation at least sometimes, if it were available. It would allow us to only have one car, so it would save us money, iven if it cost \$2-3 a ride."

"More Information should be given to students about transportation"

"Why would we walk when school is in the middle of nowhere."

"I think it would be helpful, maybe not for me but for other students."

"Not All Student are from these list neighborhoods. There are several students That live in Fresno/Clovis as well. Basically none of the question related to a student outside of the listed residence."

"If I didn't have a car I would do whatever it takes to get to school and work."

"BUILD SHOWERS ON CAMPUS."

"Please - more Bike lanes needed thru-out Madera!"

"add more route times"

"would there be more fixed Routes available for dial-a-ride in the future."

Exhibit A
Appendix B

"I like dial a ride but I think it would be nice to have bus stops so we wouldn't have to call and reserve every day"

"Please hire more staff for Dial a Ride! Seriously understaffed. Students need to get ot Madera Center. MCC tickets not sold at Bus Station. Knowing a day in advance where I need to be and when."

"length of ride and it is Always late"

"Helpful Survey"

"I'm looking to take transit to the college next year for "enrichment classes." I'll be a junior at STCHS."

"Good"

"rude drivers, rude dispatchers (Lupe & Robert, DAR)"

APPENDICES

APPENDIX C

DIAL-A-RIDE CITY/SYSTEM OVERVIEW SPREADSHEET

Exhibit A

| City System | Eligibility | | | | Service Area | | Fare | | | | Monthly 30-Day Pass | Reservation Hours | Advance Reservations | Pick up Window & Wait Time | Source |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|---------------|---|---|------------|--|--|--|---------------------|---|---|--|---|
| | Gen Public | Seniors | Disabled | ADA Certified | ADA | Non-ADA | Gen Public | Seniors | Disabled | ADA Certified | | | | | |
| Madera \$2.00 | Yes | Yes | Yes | Yes | Whole service area | Whole service area | \$2.00 | \$1.00 in City; \$2.00 in County | \$1.00 in City; \$2.00 in County | \$1.00 in City; \$2.00 in County | \$26 MAX only | M-F 7:00am - 6:30pm Sat 9:00am - 4:00pm Sun 8:30am - 2:30pm | Recommend 1 day in advance; at least 2 hours in advance | 15 min before/after Driver waits 1 minute | Brochure |
| Fresno \$1.50 | No | No | No | Yes | Whole service area | N/A | N/A | N/A | N/A | \$1.50 | | S-S 8am-5pm | 1-2 days advance reservation required. Same-day will-calls for medical trips only and based on availability. | | https://www.fresno.gov/transportation/wp-content/uploads/sites/13/2016/10/Handy-Ride-Guide-to-Ride-March-2015-ACCESSIBLE-V2.pdf |
| Santa Cruz \$6.00 | No | No | No | Yes | Within 3/4 mile of a fixed route bus line | N/A | N/A | N/A | N/A | \$4-\$6 for reserved trips; double for will-call trips | | 8 am - 5 pm | At least 1 day advance reservation. Same day will-calls available but fare is doubled. | | https://www.scmdt.com/en/metro-paracruz/general-info |
| Modesto \$3.00 | Yes, during certain times | Yes | Yes | Yes | Whole service area | Whole service area | \$3.00 | \$3.00 | \$3.00 | \$3.00 | | M-F 5:30am - 8:00pm Sat 8:00am - 6:30pm Sun 8:00am - 6:00pm | ADA: from 7 days in advance to 5 pm the day before; Non-ADA: Same day at least 2 hours in advance (Senior/Disabled medical appointments may be made 7 days to 1 day in advance) | | http://www.modestotraexpress.com/forms/pdfs/dar_consumer_guide.pdf |
| Merced \$6.00 | No | No | No | Yes | Entire county | N/A | N/A | N/A | N/A | \$3.00 local; \$6.00 regional | | Not stated | By 5 pm the day before | | http://www.mercedthebus.com/v171/Reservations |
| Bakersfield \$N/A | No | No | No | Yes | Within 3/4 mile of a fixed route bus line | N/A | N/A | N/A | N/A | \$3.00 | | 8 am - 5 pm | 14 days to 1 day in advance | | https://www.getbus.org/get-a-lift/ |
| Santa Maria \$N/A | No | No | No | Yes | Whole service area | N/A | N/A | N/A | N/A | \$1.25 | | 9 am - 4 pm | 14 days to 1 day in advance | | https://www.cityofsantamaria.org/home/showdocument?id=11826 |
| Yuba-Sutter Transit \$3.00 | Yes, weekdays after 6:00 pm | Yes, weekdays after 6:00 pm | Yes, weekdays after 6:00 pm | Yes | Within 3/4 mile of a fixed route bus line | Within 3/4 mile of a fixed route bus line | \$3.00 | \$2.00 until 6:00pm; \$1.50 after 6:00pm | \$2.00 until 6:00pm; \$1.50 after 6:00pm | \$2.00 until 6:00pm; \$1.50 after 6:00pm | | M-F 5:00am - 10:00pm Sat 8:00am - 6:00pm | Up to 14 days in advance | | https://d5brfuzkqskv.cloudfront.net/64f670d-d-cfbb-4bde-a704-9e139315e31f/8bacce9e-dfc1-41b4-b96d-4e601ce28da5/YST_Dial-A-Ride_09-01-17.pdf |
| Visalia \$4.00 | Yes | Yes | Yes | Yes | Visalia and nearby cities | Visalia and nearby cities | \$4.00 | \$4.00 | \$4.00 | \$2.25 | | M-F 6am - 6pm Sat-Sun 8am - 6pm | ADA: from 14 days in advance to 6pm the day before; Non-ADA: Same day only | | http://www.visalia.city/civicax/ffiebank/blob/oad.aspx?blobid=4771#page= |
| Hanford \$2.50 | No | No | No | Yes | Whole service area | Whole service area | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$100/ Paratransit | M-F 5:00am - 10:00pm Sat 9:00am - 5:30pm | At least 1 day in advance before 5p.m. | 15 min before/after Driver waits 1 minute | |
| Porterville \$5.00 | Yes | Yes | Yes | Yes | | | \$5.00 | \$2.50 | \$2.50 | \$2.50 | | | | | |

APPENDICES

APPENDIX D

FY 2010 MAX/DAR RIDERSHIP COUNTS

Exhibit A

| MAX (No JET) | HOURS | | | MILES | | cash dep | | PASSENGERS PER | | |
|---------------------|----------------|---------------|---------------|----------------|----------------|-----------------|-------------|-----------------------|---------------|------------|
| FY2010-11 | RIDERS | REV | TOTAL | REV | TOTAL | FARES | DAYS | REV HR | REV MI | DAY |
| JUL | 12,133 | 1,347 | 1,546 | 17,539 | 18,567 | \$5,128 | 27 | 9.0 | 0.69 | 449 |
| AUG | 11,657 | 1,133 | 1,184 | 14,994 | 16,091 | \$5,085 | 26 | 10.3 | 0.78 | 448 |
| SEP | 11,014 | 1,062 | 1,193 | 13,552 | 15,018 | \$4,589 | 25 | 10.4 | 0.81 | 441 |
| OCT | 11,159 | 1,089 | 1,163 | 14,038 | 15,128 | \$5,055 | 26 | 10.2 | 0.79 | 429 |
| NOV | 9,989 | 1,030 | 1,132 | 13,744 | 14,328 | \$4,575 | 25 | 9.7 | 0.73 | 400 |
| DEC | 10,497 | 1,098 | 1,208 | 14,582 | 15,328 | \$5,827 | 26 | 9.6 | 0.72 | 404 |
| JAN* | 10,674 | 1,031 | 1,140 | 13,710 | 14,427 | \$4,623 | 25 | 10.4 | 0.78 | 427 |
| FEB | 10,668 | 995 | 1,092 | 13,208 | 13,918 | \$5,134 | 24 | 10.7 | 0.81 | 445 |
| MAR | 10,942 | 1,107 | 1,252 | 15,039 | 15,424 | \$4,923 | 27 | 9.9 | 0.73 | 405 |
| APR | 11,171 | 1,060 | 1,167 | 14,200 | 14,989 | \$5,174 | 27 | 10.5 | 0.79 | 414 |
| MAY | 11,855 | 1,028 | 1,117 | 13,707 | 14,287 | \$5,607 | 26 | 11.5 | 0.86 | 456 |
| JUN | 12,402 | 1,064 | 1,162 | 14,369 | 14,842 | \$5,849 | 26 | 11.7 | 0.86 | 477 |
| TOTAL | 134,161 | 13,044 | 14,358 | 172,682 | 182,347 | \$61,570 | 310 | 10.3 | 0.78 | 433 |

Note: Jul 10-11 incl JET

| DAR | HOURS | | | MILES | | cash dep | | PASSENGERS PER | | |
|--------------------|----------------|---------------|---------------|----------------|----------------|--------------------|-------------|-----------------------|---------------|------------|
| FY2010-11 | RIDERS | REV | TOTAL | REV | TOTAL | FARES | DAYS | REV HR | REV MI | DAY |
| JUL | 2,304 | 774 | 1,085 | 11,314 | 12,788 | \$1,888 | 30 | 3.0 | 0.20 | 77 |
| AUG | 2,902 | 1,003 | 1,306 | 14,772 | 16,259 | \$2,173 | 31 | 2.9 | 2.52 | 107 |
| SEP | 3,315 | 1,052 | 1,318 | 17,056 | 18,453 | \$2,472 | 29 | 3.1 | 0.8 | 116 |
| OCT | 3,378 | 1,015 | 1,306 | 16,107 | 17,606 | \$2,530 | 31 | 3.3 | 0.8 | 99 |
| NOV | 3,066 | 965 | 1,266 | 15,605 | 16,742 | \$2,681 | 29 | 3.2 | 0.8 | 102 |
| DEC | 2,966 | 991 | 1,344 | 15,289 | 16,584 | \$2,966 | 30 | 3.0 | 0.7 | 114 |
| JAN | 3,410 | 984 | 1,276 | 16,400 | 17,507 | \$2,848 | 30 | 3.5 | 0.8 | 105 |
| FEB | 3,142 | 933 | 1,212 | 15,676 | 16,891 | \$2,588 | 28 | 3.4 | 0.8 | 135 |
| MAR | 3,783 | 1,102 | 1,399 | 18,847 | 20,411 | \$3,008 | 31 | 3.4 | 0.8 | 122 |
| APR | 3,165 | 986 | 1,230 | 15,165 | 16,250 | \$2,472 | 30 | 3.2 | 0.21 | 106 |
| MAY | 2,993 | 937 | 1,214 | 14,672 | 15,903 | \$2,196 | 30 | 3.2 | 0.20 | 100 |
| JUN | 2,691 | 928 | 1,243 | 12,945 | 14,202 | \$2,277 | 30 | 2.9 | 0.21 | 90 |
| TOTAL | 37,115 | 11,670 | 15,198 | 183,848 | 199,596 | \$30,098 | 359 | 3.2 | 0.19 | 103 |
| GRAND TOTAL | 171,276 | | | | | \$91,667.99 | | | | |

CITY OF MADERA - TRANSIT

City of Madera - Transit

Attn: Grants Administration
205 W. 4th Street, Madera CA 93637
Tel 559.661.5400
Fax 559.661.2972
www.cityofmadera.ca.gov/transit

The City of
MADERA

MADERA AREA EXPRESS

FARES

(effective October 1, 2018)

MAX

| | |
|---|---------------------------|
| Cash or MAX Ticket | \$0.75 \$1.00 |
| Seniors ¹ , Disabled & Medicare Card Holders (10 A.M. – 2 P.M.) | \$0.35 \$0.50 |
| Monthly Pass | \$26.00 |
| Book of Ten MAX tickets | \$7.50 \$10.00 |
| Transfers | Free |
| Children Under 3 (Maximum 2 per fare-paying adult) | Free |

~~Single Dial-A-Ride Tickets Accepted~~

Dial-A-Ride

General Public

Seniors¹/ Disabled²

| | | |
|--|-------------------------------|---------------------------------------|
| City (<u>Area</u>) | \$2.00 \$3.00 cash | \$1.00 cash/ticket |
| County (\$2.00 Area) | \$2.00 \$3.00 cash | \$2.00 cash/ticket |
| Madera Community College | \$1.00 student | \$1.00 student |
| Children Under 1 (Maximum 2 per fare-paying adult) | Free | Free |
| Book of 20 - General | \$20 \$40 | ----- |
| Book of 10 | ----- | \$5 Senior ³ /\$9 Disabled |

Pass & Ticket Outlets

City Hall - Finance
205 W. 4th Street
Madera, CA 93637

Intermodal Building
123 N. E Street
Madera, CA 93637
661-7433

Frank Bergon Sr. Center
238 South 'D' St.
673-4293
(Senior tickets only)

Pan American Center
703 E. Sherwood Way
673-4293
(Senior tickets only)

¹ Senior fares for those 60+.

² Disabled fares for those who are ADA certified (i.e., individuals with disabilities who are unable to use the fixed-route transit system). Applications are available at the Downtown Intermodal Facility at 123 North 'E' Street, 661-RIDE (7433).

³ Recommended donation at Senior and Community Centers.

MADERA AREA EXPRESS

FARES

(effective October 1, 2020)

MAX

| | |
|---|---------------------------|
| Cash or MAX Ticket | \$0.75 \$1.00 |
| Seniors ² , Disabled & Medicare Card Holders (10 A.M. – 2 P.M.) | \$0.35 \$0.50 |
| Monthly Pass | \$26.00 |
| Book of Ten MAX tickets | \$7.50 \$10.00 |
| Transfers | Free |
| Children Under 3 (Maximum 2 per fare-paying adult) | Free |

~~Single Dial-A-Ride Tickets Accepted~~

Dial-A-Ride

General Public

Seniors¹/ Disabled²

| | | |
|--|--------------------------------|---------------------------------------|
| City (Area) | \$3.00 -\$4.00 cash | \$1.00 cash/ticket |
| County (Area) | \$3.00 -\$4.00 cash | \$2.00 cash/ticket |
| Madera Community College | \$1.00 student | \$1.00 student |
| Children Under 1 (Maximum 2 per fare-paying adult) | Free | Free |
| Book of 20 - General | \$40 \$60 | ----- |
| Book of 10 | ----- | \$5 Senior ³ /\$9 Disabled |

Pass & Ticket Outlets

City Hall - Finance
205 W. 4th Street
Madera, CA 93637

Intermodal Building
123 N. E Street
Madera, CA 93637
661-7433

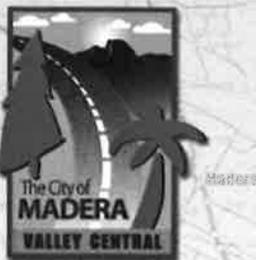
Frank Bergon Sr. Center
238 South 'D' St.
673-4293
(Senior tickets only)

Pan American Center
703 E. Sherwood Way
673-4293
(Senior tickets only)

²Senior fares for those 60+.

² Disabled fares for those who are ADA certified (i.e., individuals with disabilities who are unable to use the fixed-route transit system). Applications are available at the Downtown Intermodal Facility at 123 North 'E' Street, 661-RIDE (7433).

³ Recommended donation at Senior and Community Centers.



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

Council Meeting of February 7, 2018

Department Director

Agenda Item Number D-1

City Administrator

SUBJECT: **MINUTE ORDER – CONSIDERATION OF LETTER OF COMMITMENT TO THE MADERA COUNTY FLOOD CONTROL AND WATER CONSERVATION AGENCY IN FAVOR OF A GRANT APPLICATION FOR FUNDING OF THE MADERA COUNTY REGIONAL FLOOD RESPONSE PROJECT**

RECOMMENDATION:

City Council approve Minute Order approving:

1. The Letter of Commitment and Support to the development of an Emergency Action Plan.
2. Authorizing the Mayor to sign on behalf of the City of Madera

SUMMARY:

The City received a request for a letter of commitment and support from the Madera County Flood Control and Water Conservation Agency for a grant application for funding the Madera County Regional Flood Emergency Response Project under the CA Department of Water Resources' *Flood Emergency Response Projects - Statewide Round 3 Grant*.

BACKGROUND:

The purpose of this grant is to provide funding for local emergency responders to work with the California Department of Water Resources (DWR) to improve local flood emergency preparedness and response. The local agencies as first responders play a key role in management of flood emergencies in their jurisdictions. To qualify for Federal Emergency Management Agency (FEMA) disaster funds, local agencies are required to prepare a Multi-Hazard Mitigation Plan, called an Emergency Action Plan (EAP), which includes planning for all potential emergencies in their jurisdictions.

Engineering

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

www.cityofmadera.ca.gov

Funding for this Grant Program will be provided through Proposition 84, The Safe Drinking Water, Water Quality & Supply, Flood Control, River & Coastal Bond Act of 2006 (Section 75032 of Chapter 3 of Division 43 of the Public Resources Code).

The County's Public Works Department is proposing to pursue a planning grant which would help them develop the EAP, which would later make the County eligible for other programs such as Training and Exercises and for Facilities, Equipment and Supplies. The planning grant would help pay for the services of a consulting firm which would assist the County in the creation of this plan.

FINANCIAL IMPACT:

Approval of this item will not have an impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 421 - First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.



February 7, 2018

Mr. John Paasch, Chief
Flood Operations Branch
Division of Flood Management
Department of Water Resources
3310 El Camino Avenue Suite 200
Sacramento CA 95821

Re: Letter of Commitment for Madera County Flood Emergency Response Project

Dear Mr. Paasch:

This letter is in reference to Madera County Flood Control and Water Conservation Agency's application for the Madera County Regional Flood Emergency Response Project (Project) to receive funding under the CA Department of Water Resources' *Flood Emergency Response Projects - Statewide Round 3 Grant*.

With this letter of commitment, the City of Madera supports the project and commits to the project by participating in meetings and workshops, providing available existing information from our agency, reviewing deliverables to support the development and implementation of the project, and/or participating in available training and exercises.

For this project, our contact information is as follows:

Name: Keith Helmuth
Title: City Engineer
Mailing Address: 205 W. Fourth Street, Madera, CA 93637
Phone: (559) 661-5418
Email Address: khelmuth@cityofmadera.com

We look forward to continuing to work with the Madera County Flood Control and Water Conservation Agency and the other local entities that are part of the Project.

Sincerely,

Andrew J. Medellin
Mayor

cc: Dario Dominguez, Sr. Engineer (Engineer III),
Madera County Flood Control and Water Conservation Agency via email



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of February 7, 2018

Agenda Item Number E-1

SUBJECT: INFORMATIONAL REPORT AND DISCUSSION REGARDING NEW WATER STORAGE TANK, PUMP STATION, AND ASSOCIATED PROJECTS AND REQUEST FOR DIRECTION TO STAFF

RECOMMENDATION:

Staff recommends that the City Council consider the information within the report and provide direction to staff regarding reporting of project progress and level of stakeholder involvement moving forward.

DISCUSSION:

The Capital Improvement Program portion of the *2014 Water System Master Plan* proposes a new 6.75-million-gallon ground-level storage tank, pump station and associated transmission mains in northeast Madera for implementation during the years 2016-2020. A second, similar tank and associated projects on the southeast side of Madera is slated for implementation in 2026-2030. The *2014 Water System Master Plan* recommends siting large storage facilities on the east side of the Madera Planning Area and focusing new water supply wells on the west side. This alternative was recommended over installation of multiple additional wells on the east side because there are high probabilities for the presence of poor water quality and lower water yields on the east and northeast part of the City according to a review of groundwater conditions by Kenneth D. Schmidt and Associates.

Back in 2014, the city of Madera was experiencing well failures, lower pumping rates and dropping groundwater levels. Traditionally, a water agency might address these demands by installing new wells. However, water quality and quantity concerns are well documented in the Central Valley and it is time to consider other long-term solutions as

Engineering

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www.cityofmadera.ca.gov

there in no assurance that installing a new well will result in large increases in pumping capacity or high-quality water. The large capacity ground-level storage tank and booster pump station will provide reliable reserve capacity and the ability to regulate water pressures to meet peak demands and fire flow requirements even as the reliability of existing wells begin to falter.

The tank, pump station, and associated transmission pipelines were included in the Capital Improvement Plan portion of the Utility Rate Study Report prepared by Raftelis presented to City Council in 2015 in support of the Water and Sewer Rate Updates. The estimated costs at that time fell between \$17 and \$18 million. Initial project development costs would be paid from funds generated by the utility rate payers. The construction would be paid from anticipated bond proceeds. The overall project is broken out into a handful of separate project components in the Capital Improvement Plan and Utility Rate Schedule, as follows:

| | | |
|-----------------|---|---------------------|
| W-T-0001 | Above Ground 6.75 MG Tank at Avenue 17 & Road 27 | \$9,950,000 |
| | Design /Environmental | \$ 650,000 |
| | Right of Way | \$ 300,000 |
| | Construction | \$9,000,000 |
| W-PS-001 | Pump Station for Tank at Ave 17 & Rd 27 | \$6,730,000 |
| | Design/Environmental | \$ 460,000 |
| | Construction | \$6,270,000 |
| W-PNE-04 | Transmission Pipe, 24" from Ellis to Avenue 17 | \$ 700,000 |
| | Design/Environmental | \$ 85,000 |
| | Construction | \$615,000 |
| | TOTAL | \$17,380,000 |

Staff issued a Request for Statements of Qualifications to qualified consulting firms and through the City's website in November 2017. A shortlist of qualified firms has been established. Those firms will receive a Request for Proposal for Consulting Engineering and Environmental Services for a new Tank, Pump Station and Transmission Main. The final tank configuration, size and pumping capacity will be determined by the engineer. Consideration will be given to phasing the project if feasible and cost-effective. For example, two smaller tanks in lieu of one large tank will be analyzed.

The 2014 Water Master Plan recommended the vicinity of Avenue 17 and Road 27 for the location of the northeast storage tank and pump station. There are several large parcels in that area that are undeveloped that would be suited for this scale of project. Anticipated issues are site selection, design for compatibility with adjacent land uses both current and future and visual impacts.



3 million gallon prestressed concrete water storage tank recently constructed for the City of Fresno. City staff had the opportunity to attend a demonstration presented by the contractor/manufacturer of this particular tank.

This is a significant project for the City of Madera. It is Staff's intent to provide regular updates to City Council on progress and options that arise for consideration throughout the project design and development. Staff is seeking direction regarding the format of those discussions and the desired level of participation by Council and/or public stakeholders. Some options are listed below:

- Quarterly Informational Reports presented to City Council during regular session, or more often if requested
- Periodic workshops with the City Council to provide updates and receive input
- Establishing an ad hoc City Council and/or public stakeholder committee to receive reports and provide feedback

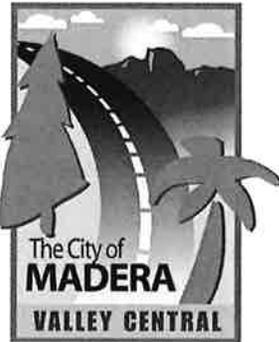
FISCAL IMPACT:

The water storage tank, pump station, and transmission main will be paid out of the water utility fund, using a combination of "PayGo" and debt financing. As currently planned, the City will seek to debt financing, including a bond issue or alternative mechanism, in the fiscal year 2019/2020. Specific funding strategies will be presented as the project nears design completion and costs are better identified.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

Report to City Council



Council Meeting of February 7, 2018
Agenda Item Number E-2

Approved by:

Windy Zellea
Department Director

Steve Franzen
City Administrator

Review of Draft Request for Proposals to be Published Soliciting Executive Recruiting Services for the Position of City Administrator and Direction to Staff on any Requested Changes to the Document Prior to Publication

RECOMMENDATION

Staff recommends Council review the proposed Request for Proposals (RFP) for Executive Recruiting Services for the position of City Administrator and provide feedback prior to publication.

HISTORY

At its January 17, 2018 meeting, the City Council requested that staff bring an RFP for executive recruiting services for Council review and consideration to solicit professional services in the search for Madera's next City Administrator.

SITUATION

A draft RFP has been prepared for Council's review. While portions of the document are standardized and follow the City's purchasing requirements, areas such as the Required Tasks and Deliverables found under the Scope of Services section are customizable to meet the Council's needs. Items such as publication and due dates will be completed by purchasing staff once a final document is generated. Staff is requesting Council feedback on the proposed document prior to publication of the RFP.

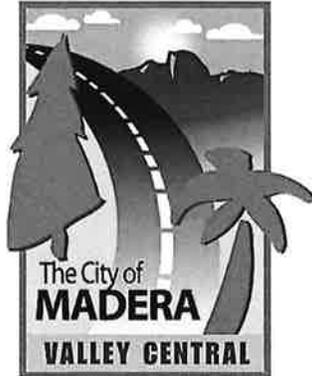
FISCAL IMPACT

Publication of the RFP does not obligate the City to enter into an agreement for services. The exact cost of the professional services will depend on the scope of work and provider selected.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Publication of RFPs for professional services is not included in the vision plan, nor is it in conflict with the plan.

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City of Madera

Request for Proposals

Executive Recruitment Services For City of Madera City Administrator

**City of Madera
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
(559) 661-5463**

**RFP # 201718-09
Issue Date:
Submission Deadline: ?**

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PART ONE: GENERAL INFORMATION

1. Background and Objective

The City of Madera (City) is a general law City operated under the Council/Manager form of government. The City serves approximately 65,000 residents through the services of our Finance, Police, Public Works, Engineering, Building, Planning, Parks and Community Services, City Clerk, Human Resources, Grants, Neighborhood Revitalization, Information Services, City Attorney, and City Administration Departments. The City employs approximately 259 full time employees in 142 classifications. In addition, the City employs approximately 145 part time employees to supplement its workforce.

The City Administrator position is vacant due to retirement of the previous City Administrator. The Council is seeking a professional recruitment firm to assist the City in finding the next City Administrator through a collaborative process that includes the citizens of Madera, the City Council and City staff.

2. Submission of Proposal

One (1) original and twelve (12) copies of the proposal shall be submitted. The original must be unbound and fastened with a removable clip. Copies may be in color or black and white, and should be fastened with a single staple or removable clip. A complete proposal should also be provided on CD or USB memory stick that contains the entire proposal in one pdf document. All proposals must be sealed and will not be opened until after the closing date for receipt of proposals.

All proposals must be delivered to Rosa Hernandez, Interim Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637. Proposals must be received by 3:00 pm DAY, DATE, 2018. Proposals received after the filing deadline will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Executive Recruitment Services for City of Madera City Administrator
RFP No.: 201718-09
Filing Deadline: DAY, DATE, 2018 by 3:00 pm

DRAFT

Proposals shall be prepared and submitted in accordance with the requirements set forth in this document. All proposals must be complete and must address concisely and clearly all information requested in the RFP.

Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

Evaluation of proposals and consideration of award of an agreement will be conducted by the City Council in open session of a scheduled City Council meeting. All documents provided by any bidders shall become public record in their entirety and subject to disclosure. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason.

The City of Madera is an Equal Opportunity Employer and no proposal shall be rejected on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

The City reserves the right to make a written or verbal request for additional information from a bidder to assist in understanding or clarifying a proposal.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or participating in the consultant selection process.

Key Dates:

Deadline for Questions and Inquiries: DAY, DATE, 2018 by 3:00 pm

Submission Deadline: DAY, DATE, 2018 by 3:00 pm

City Council Evaluation of Proposals: DATE, 2018

Anticipated Proposed Agreement to City Council for Consideration: DATE, 2018

3. Scope of Services

The City is seeking a consultant to assist the City Council in finding the best candidate to serve the City of Madera as City Administrator. The City is particularly interested in a consultant with demonstrated public sector experience in filling executive level positions through open and collaborative processes.

A. Required Tasks

1. Conduct a workshop with the City Council in open session to develop an inclusive process for creation of the candidate profile. This process will, at a

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minimum, include stakeholder meetings with the citizens of Madera as well as stakeholder meetings with City staff from all areas of the organization.

2. Conduct all steps determined in Task 1 and bring a proposed candidate profile to the City Council for consideration in an open session workshop. Facilitate discussion with the City Council at this workshop to finalize the candidate profile. Also facilitate discussion at this workshop of the expected recruitment timeline.
 3. Once the candidate profile has been completed and approved by the City Council, create appropriate recruitment brochures and an advertising campaign to solicit interest from desirable candidates.
 4. Conduct a thorough and complete advertising and marketing campaign.
 5. Screen candidates as interest is expressed. Screening should be based on the necessary knowledge, skills and abilities to perform the City Administrator essential job functions as well as the candidate profile defined by the City Council.
 6. Conduct initial telephone interviews with candidates who pass the initial paper screening to confirm they meet the requirements of the position.
 7. Recommend only the most desirable candidates for semi-finalist interviews with the City of Madera.
 8. Facilitate on-site interviews for candidates recommended that include a professional panel, a citizen panel, and a panel of City staff members from all areas of the organization. This includes providing each panel guidance on how the interviews will operate, legal interview questions vs. illegal interview questions, and facilitating discussion with each panel at the conclusion of the interviews to determine their top ranked candidate(s).
 9. Based on feedback from the interviews in Task 8, recommend only the top candidates for interviews with the City Council.
 10. Facilitate on-site interviews for top candidates with the City Council. Assist the City Council in developing appropriate interview questions and facilitate a discussion with the City Council at the conclusion of the interviews to determine their ranking of the candidate(s).
 11. Based on City Council direction, conduct background investigation of the desired candidates to include reference and credit checks. A written report should be generated and provided to the City Council for review.
 12. Facilitate discussion with the City Council of the background investigation outcome, to include whether a conditional offer of employment should be made. Such offer will be conditioned on a criminal history check, pre-employment medical screening and pre-employment drug test consistent with City recruitment practices.
 13. Assist the City Council, if requested, in contract negotiations with the desired candidate.
- B. Deliverables (in addition to all items identified in the Required Tasks section above)
1. Progress reports on project status must be submitted in writing via email every 2 weeks once an Agreement has been awarded. Such reports should be directed to Sonia Alvarez, City Clerk, at salvarez@cityofmadera.com for distribution to the City Council.

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2. Digital and hard copy versions of all recruitment material must be delivered to the City's Human Resources Department at the start of any advertising or marketing campaign to be included on the City's website and with the City's usual and customary placement of printed recruitment brochures at City Hall.
3. Consultant is expected to provide at least five (5) candidates who meet the candidate profile and position requirements for interviews with the panels identified in Task 8. If the outcome of Task 8 does not produce at least two (2) final candidates for City Council consideration, the City Council will have the option to instruct Consultant to continue the marketing and advertising campaign to solicit additional qualified candidates.
4. A written background investigation report for any candidates that the City Council directs such services to be performed based on Tasks 10 and 11.

4. Contract Award

Issuance of the RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

The City Council will review and evaluate all qualified proposals in open session at the DATE, 2018 City Council meeting and make a determination based on their evaluation of which consultant best meets their need. The City Council may conduct telephonic interviews with top ranked candidates as well as reference checks. The City Council may also desire for select firms to attend a scheduled meeting of the City Council for an in-person presentation and/or interview. The City Council regularly meets on the first and third Wednesday of each month at 6:00pm. The City Council reserves the right to call a special meeting if necessary on a day other than a regular meeting date.

5. Questions and Inquiries

Questions concerning this RFP may be submitted in writing no later than 3:00 p.m. DAY, DATE, 2018 to:

Rosa Hernandez
Interim Procurement Services Manager
City of Madera Purchasing-Central Supply

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1030 South Gateway Drive
Madera, California 93637
E-mail: rhernandez@cityofmadera.com

All questions and responses will be published with the RFP document on the City's website. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.cityofmadera.ca.gov/purchasing> under Bid Announcement & Results.

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PART TWO: PROPOSAL PREPARATION AND CONTENT

1. Overall Presentation

Proposals must be submitted on 8 ½" by 11" paper with all segments attached in one package. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Proposals should be clear and concise. Pages must be numbered at the bottom of the page. All content must pertain to the requirements of this RFP. The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope clearly marked on the outside that it is in response to the Executive Recruitment Services for City of Madera City Administrator RFP.

Examples of advertising material from executive recruitments that are of non-standard size may be included but must be fastened as part of each copy and must fit in the sealed envelope.

2. Title Page

The proposal must have a title page which indicates the name of the company, principal business address, name of the proposal, and the date of the proposal.

3. Table of Contents

The proposal must contain a table of contents listing major topics and relevant page numbers.

4. Transmittal Letter

The proposal must include a transmittal letter that states the company's objective, why the company should be selected, the company's commitment to the City of Madera, the unique aspects of the proposal, and must be signed by a person who is duly authorized to bind the company to an agreement.

5. Company Profile

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), and experience; and describe your company's experience in providing similar services to other public agencies.

6. Proposed Method of Performance

Please provide information on how your company intends to provide its services to the City if awarded the contract. Services provided must meet the minimum guidelines provided in the Scope of Services of this RFP. The following topics must be addressed:

- Your approach and methodology for developing a usable candidate profile that best reflects the needs of the City.
- Your advertising and marketing approach, to include at least three (3) sample advertising brochures from other recruitment projects your firm has conducted. If the sample brochures do not easily fit in this section of the submittal, they may be included at the end of your packet as an exhibit.
- Projected timeline for completion of the project.
- Methods, frequency, and extent to which customer satisfaction is measured and reported.

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7. Cost Outline

Please provide your proposed fee schedule, payment provisions expected, and estimated expenses. The fee schedule should provide a cost outline for specific services to be provided as requested in this RFP and any other services your firm provides that you feel may be beneficial to the City of Madera.

8. Equal Opportunity Employer Status

Please provide a statement as to whether your organization meets state and federal standards regarding equal opportunity employment laws and regulations. Also provide information as to whether there is any current litigation pending alleging a violation of state or federal fair employment provisions.

9. Proof of Insurance

The proposal must include the name of the consultant's insurance carrier, the policy coverages and limits, and expiration dates.

Upon contract award, the successful responder shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Without limiting Consultant's indemnification of City, upon contract award and prior to commencement of work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its

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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 Consultant 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. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant 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

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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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Notice of Cancellation

Consultant 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

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

Additional Insurance

Consultant 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.

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10. City of Madera Business License Status

Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

11. References

Please provide the company name, contact person, and telephone number for at least five recent customers that the City may contact regarding your company's services. Additionally, if any recruitments you have conducted within the last two (2) years did not result in viable candidates after the first round of advertising, please provide the job title for which you were recruiting along with customer contact information.

12. Sample Agreement

A sample agreement is provided with this RFP as Exhibit A. Please indicate any changes or modifications you would require to the agreement should you be selected as the consultant of choice.

**AGREEMENT FOR EXECUTIVE RECRUITMENT CONSULTING SERVICES
FOR THE POSITION OF CITY ADMINISTRATOR**

THIS AGREEMENT made and entered into the ___ day of _____, 2018, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND _____, hereinafter called "Consultant";

RECITALS:

- A. The City desires to obtain executive recruitment consulting services for the position of City Administrator.
- B. Consultant is a firm having the necessary experience and qualifications to provide such consultation services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

1. Services. The City hereby contracts with Consultant to provide consulting services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon approval of this agreement by the City Council at a regularly scheduled meeting of said governing body.

2. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the consulting services in accordance with the RFP and Consultant's response to the RFP, attached hereto collectively as Exhibit 1.

3. Consultant's fees and compensation: amount, how and when payable.

[Insert Fee Schedule]

Billings are to be made directly to the following address:

City of Madera
Attn: Accounts Payable
205 W. 4th Street
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect starting _____, 2018 and terminating upon completion of the project. Consultant may be contacted following conclusion of the recruitment and related services if clarification is needed on any of the services that were provided.

5. Consultant's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Consultant shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.3. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit 1 of this Agreement.

6. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination. This agreement may be terminated by mutual written agreement or it may be terminated by the City upon giving ten (10) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
Sonia Alvarez, City Clerk

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Exhibit A

205 W. 4th Street
Madera, CA 93637
salvarez@cityofmadera.com

To the Consultant:

In the event of such termination, Consultant shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

9. Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Consultant's designated Manager and all notices and communications from the Consultant shall be to the City Clerk for distribution to the Council as a whole. All communications shall be conducted in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Included herein by reference is the Request for Proposal.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

[Company Name]

BY: _____
Printed Name, Title

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson

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